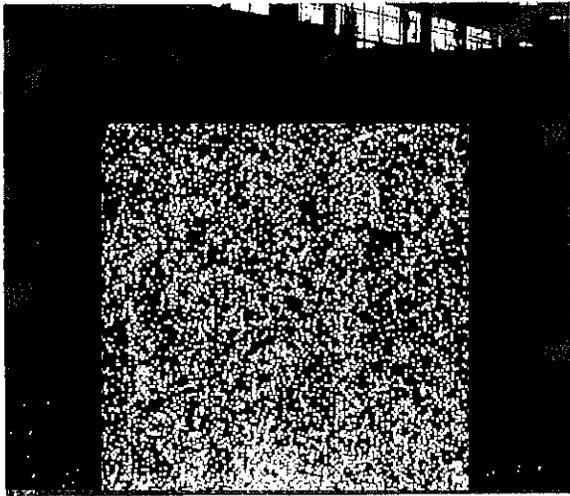


MRP L. L. C.

PICTURES OF SOME OF OUR PROJECTS

Dated March 03, 2004

EQUIPMENT FABRICATION



FUELING TANK

These tanks are used to refuel the tower cranes on our construction projects. They meet the new NYFD Standard of 2000. This allows us to store fuel on site and refuel as required.

CRABS

This hoisting equipment is used in the curtainwall business to hoist panels in place. It is driven by an electrical motor for hoisting or lowering the panels in place. We have fabricated four of these with different lifting capacities.

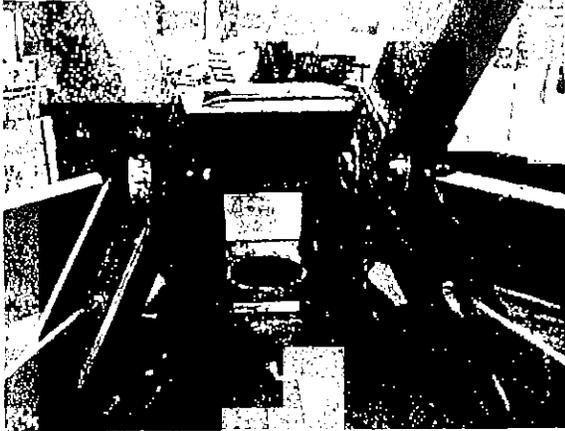


TOWER CRANE SUPPORT

This type of support or the other more intricate system shown on the cover page is used by our affiliated equipment company to provide cranes for the high rise steel/concrete erection industries.



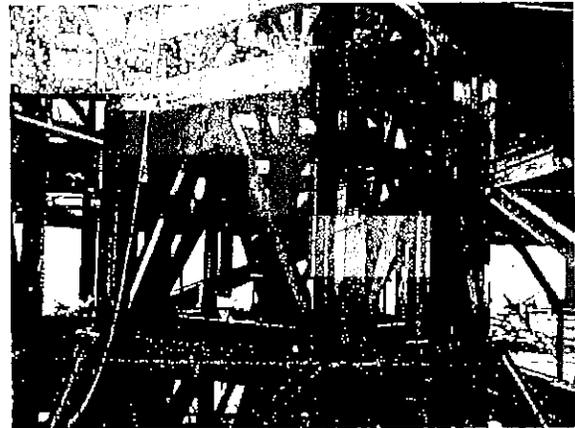
MRP L. L. C.



INTERNAL JUMPING SYSTEM

The pictures on this page of our patent pending tower crane internal jumping system (baskets) show the high level of detail and craftsmanship necessary to manufacture these sophisticated crane climbing systems.

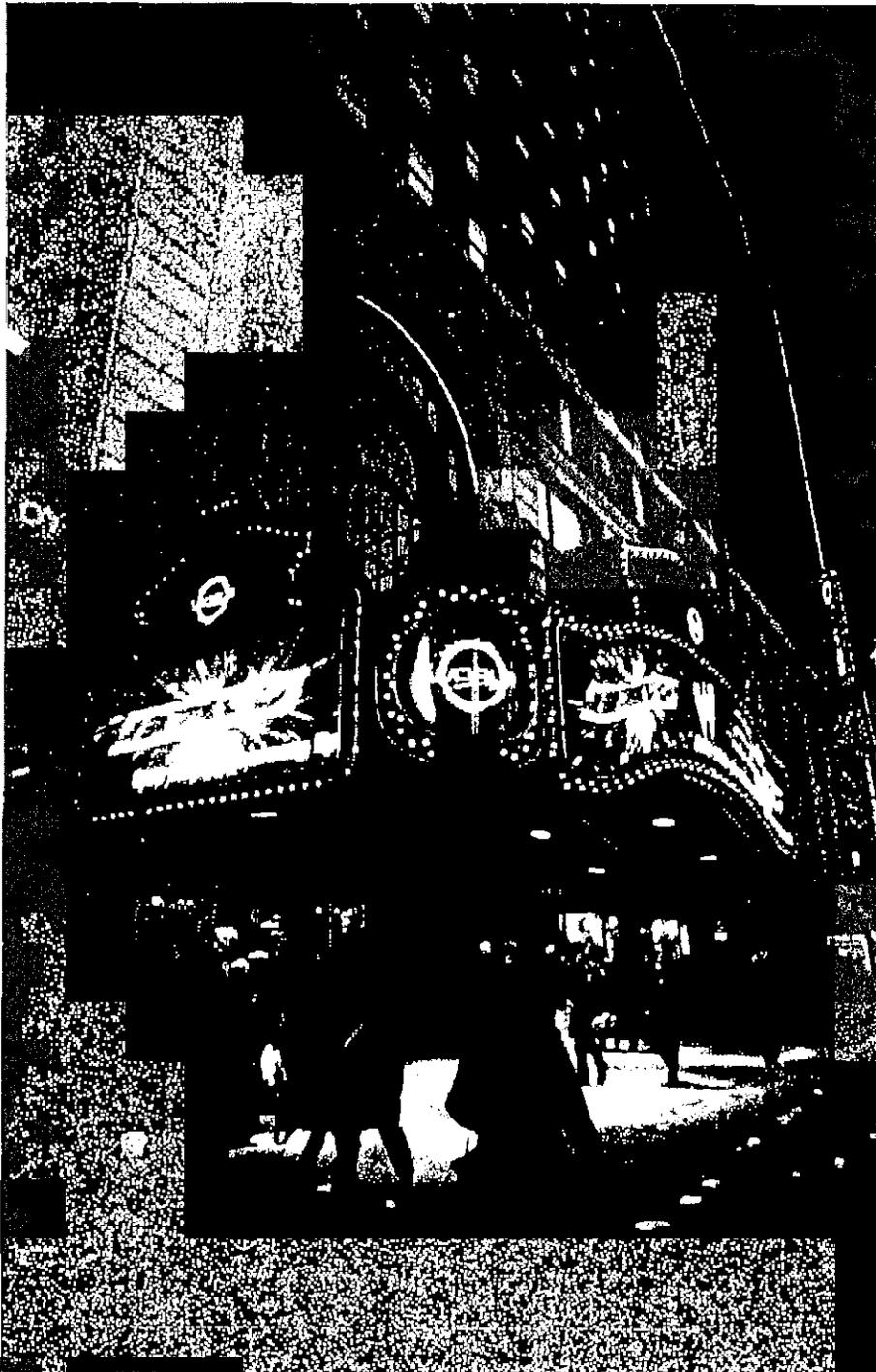
Please note the high quality of shop welds and machining which are necessary for the assembly of his dynamic structure



These crane jumping systems have been used on construction projects such as:
383 Madison Avenue, NY, NY
Random House , Broadway, New York, NY
Torre Mayore, Mexico City, Mexico
731 Lexington Avenue, New York, NY
71 South Walker Drive, Chicago, IL
330 Jay Street, Brooklyn, NY

MRP L. L. C.

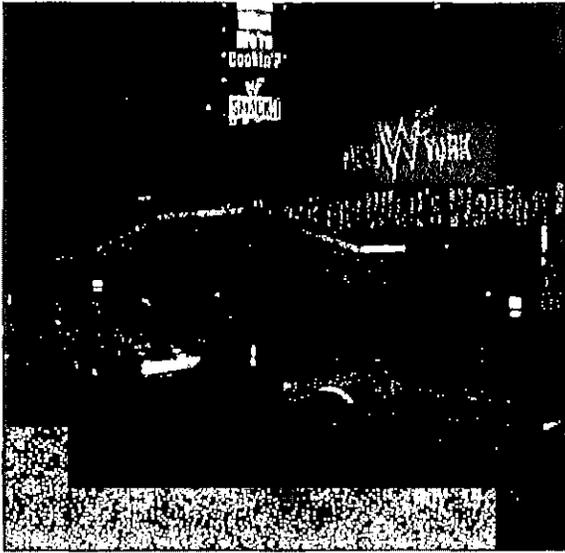
1501 BROADWAY, NEW YORK, NY



The picture above is a larger view of the finished WWF Marquis at 1501 Broadway in New York City. The large shop assembled frame was manufactured in one piece to minimize erection time over the heavily pedestrian traveled sidewalks of Time Square in Manhattan

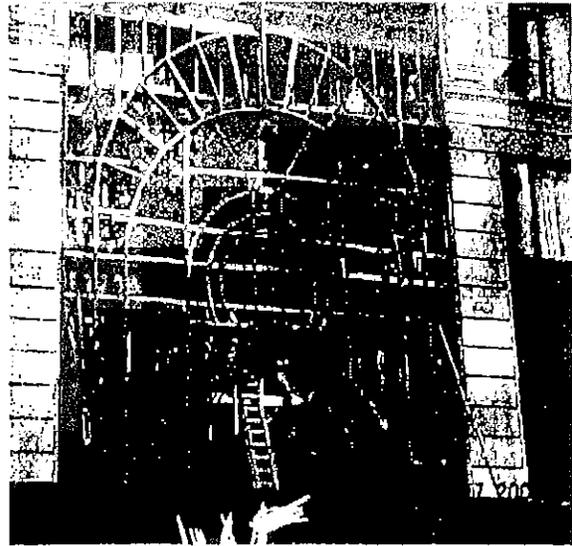
Dated March 03, 2004

MRP L. L. C.

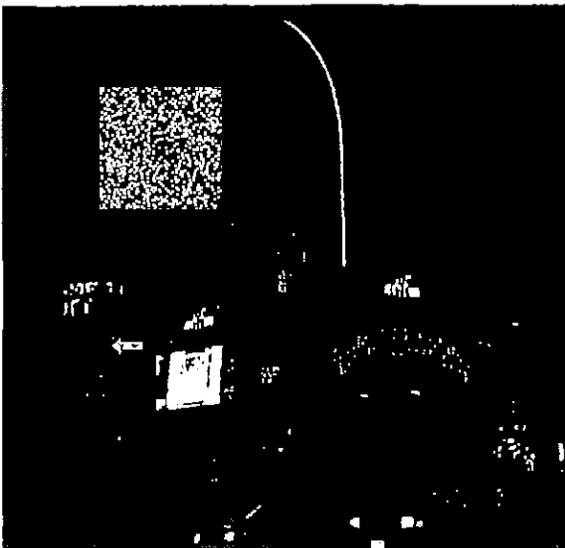


The structure shown on the left was fabricated and assembled in our New Jersey shop and then shipped in one piece to be erected at night over the busy sidewalks of Broadway and 43rd Street in Time Square New York

The window steel frame was fabricated and assembled in our New Jersey shop. However for ease of shipping and handling it was then cut in to two halves to avoid requiring escorted loads in the city and ease of handling on site. It was than put into an existing opening and welded back together to become one piece again.



The finished product is shown at night on Time Square.

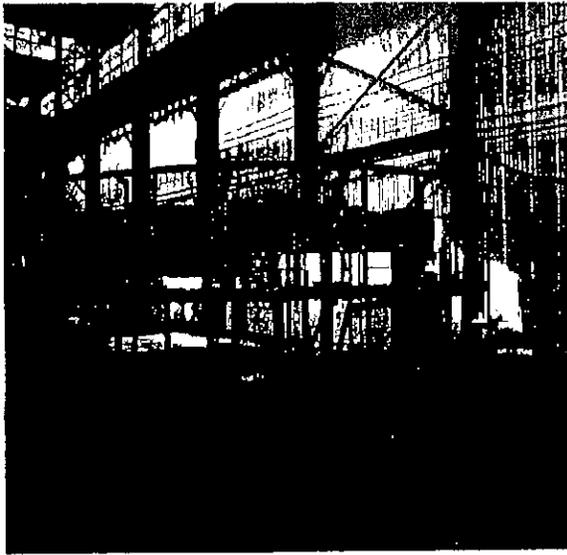


ABC STUDIOS ON TIME SQUARE – NEW YORK, NY

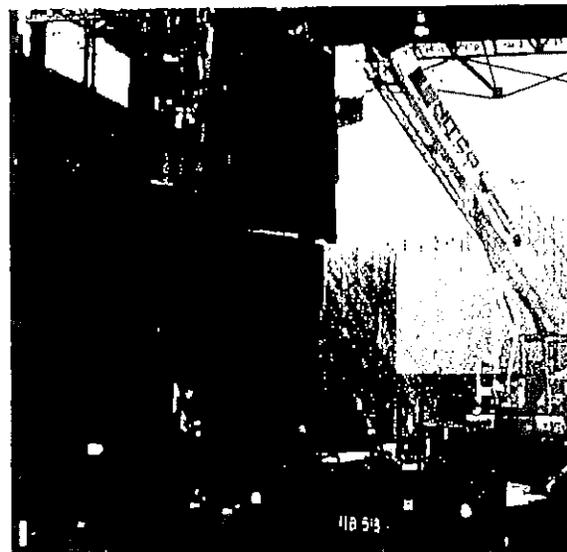
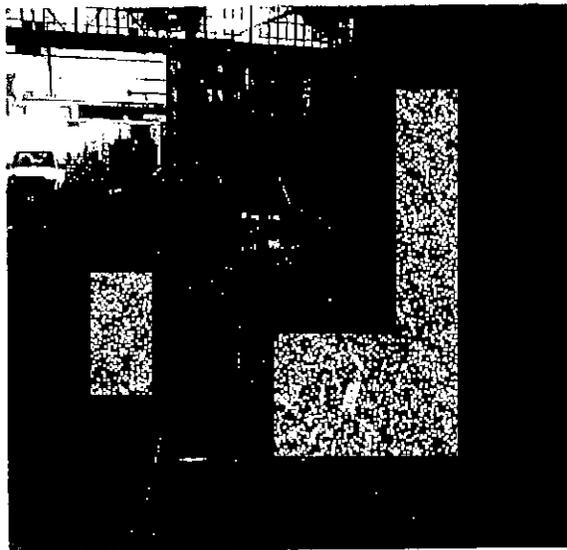


This is another view of the finished product of the ribbon sign at 1500 Broadway Time Square Studios in Manhattan. There are 9 total levels of LED ribbon signs in two segments; two lower bands, seven upper bands and a SONY "Jumbotron". These ribbon signs all had varying radii and were fitted with LED panels, controllers, wiring, HVAC equipment, architectural trim and shop caulked. The panels were then "Burned In" via LED supplier and visually approved in our shop prior to disassembly, bubble wrapping and shipment to the field for night time erection in Time Square.

MRP L. L. C.

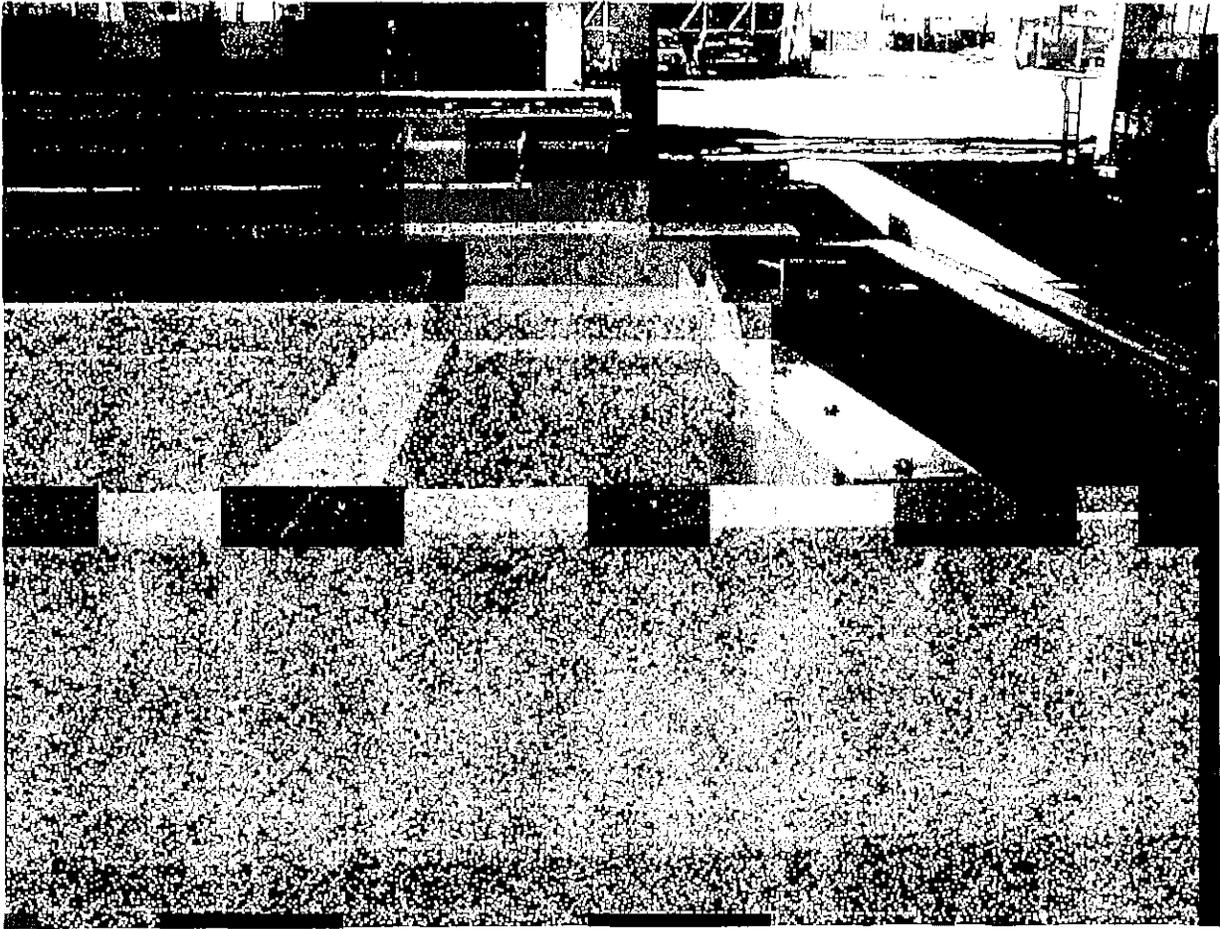


The picture on the left shows a portion of how we recreated the structural steel existing on site that we would have to attach the sign support steel. In the second picture we are showing the type of radius we had to work with to achieve the desired look from the architect. The picture at the bottom left is depicting how after assembling all electrical, HVAC and electronic components plus testing and burning of the sign we had to take the sign down in thirteen components to be able to ship from our yard in NJ to Time Square at night. The picture directly below shows the care we took while shipping the pre-assemble panels to protect the electronic components and finishes.



Dated March 03, 2004

MRP L. L. C.

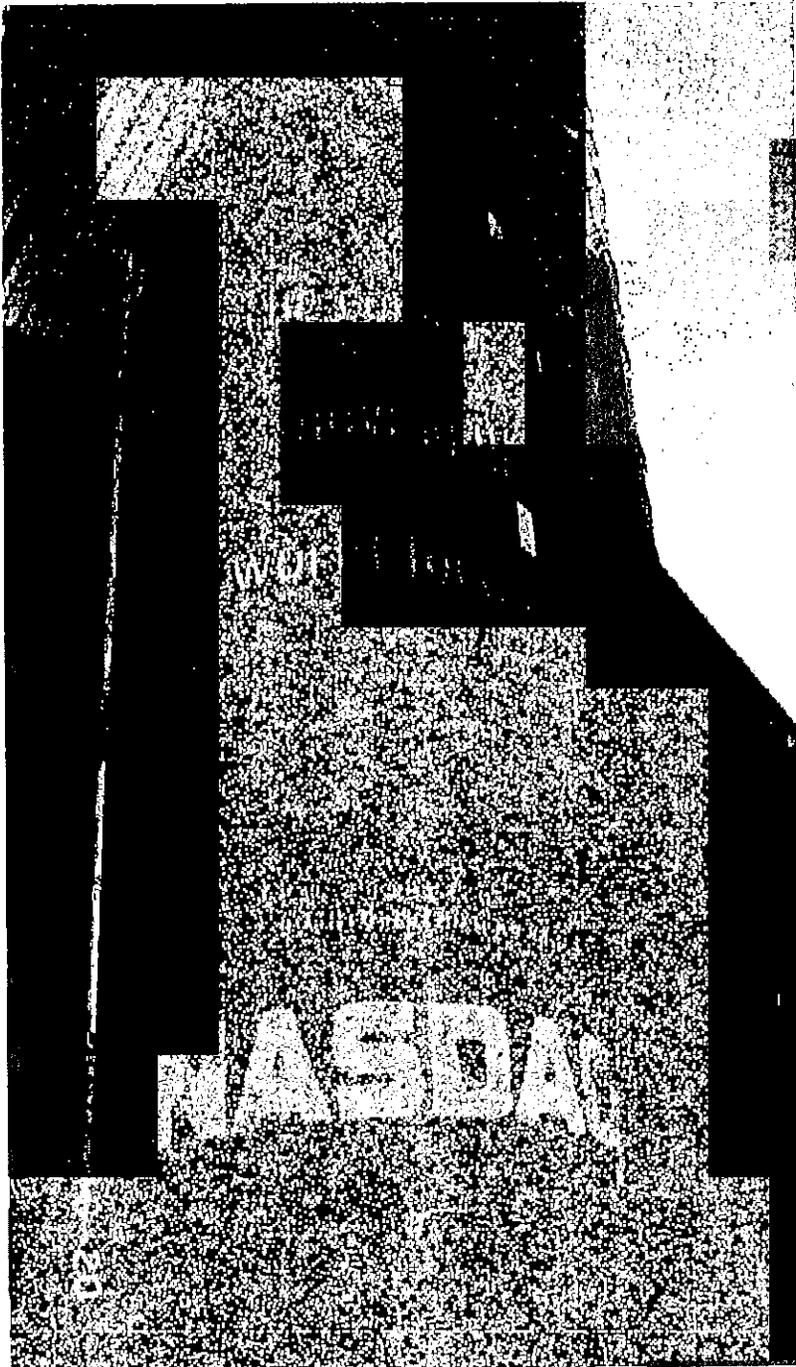


The pictures on this page show our shop assembled window mullion "mock-up" of the window frames for "Good Morning America" – ABC Time Square Studios at 1500 Broadway. The window frames held 8" thick laminated bullet proof glass for the "Good Morning America" show window.

Dated March 03, 2004

MRP L. L. C.

NASDAQ ON TIME SQUARE New York, NY

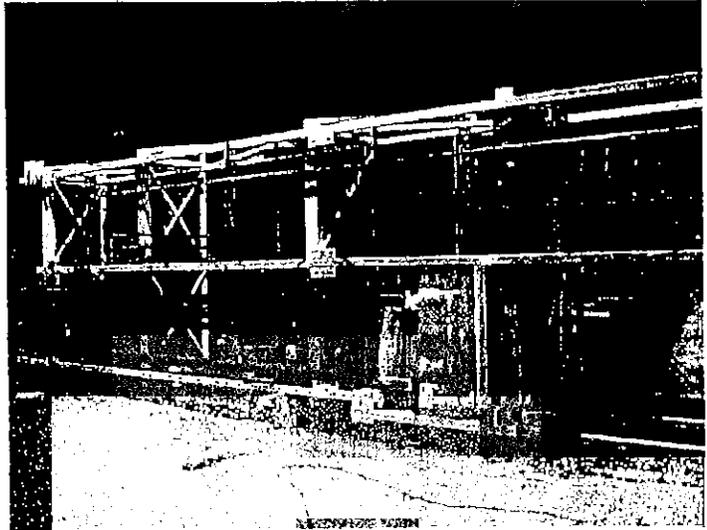
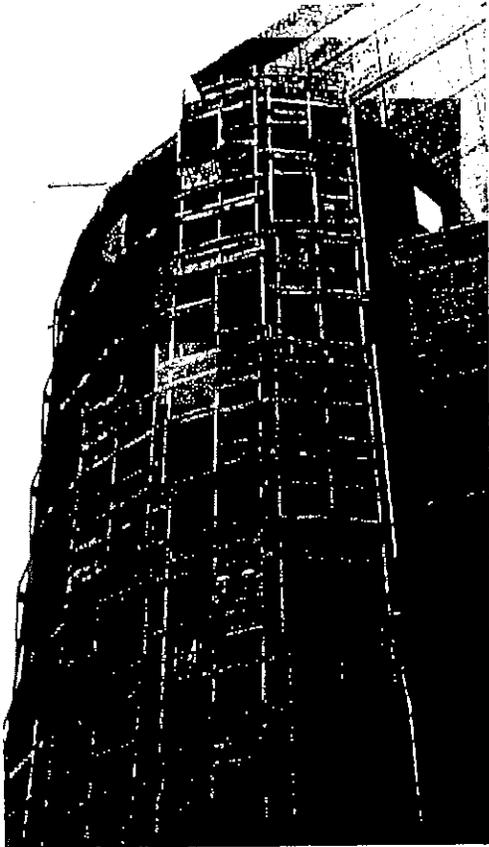


This is a full size picture of the NASDAQ MARKET SITE Sign in Times Square at 43rd Street and Broadway. The sign was shop fabricated with several cooling units and associated piping per level. There are access ladders to traverse the entire inside height of this sign for maintenance. There are 28 shop installed operable window units to allow natural sunlight into Conde Nast Magazine art/advertising studios directly behind the sign. This sign structure was fabricated and dressed with its electrical and HVAC components in our New Jersey shop. The components were then sent to Time Square in New York where they would be erected in place before receiving their electronic panels to complete on of the biggest signs on Time Square.

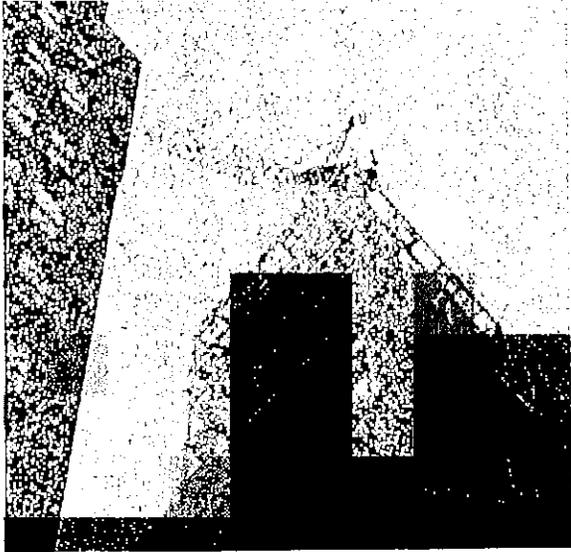
MRP L. L. C.

The picture on the left shows some panels erected in place with the lower row equipped with the LED Panels.

The picture on below shows one of the panels almost complete without the LED Panels.



STRUCTURAL STEEL



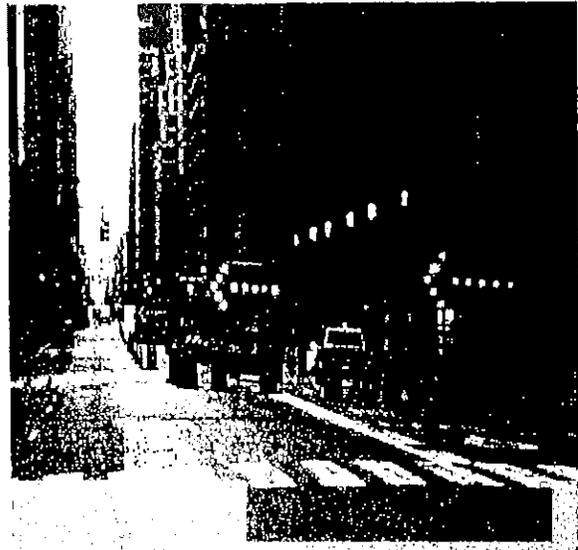
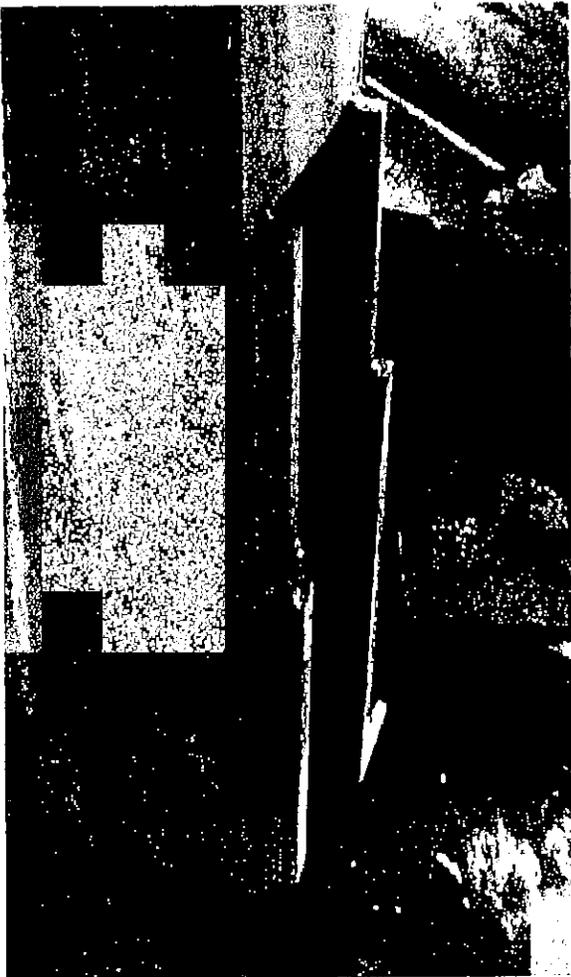
**360 MADISON AVENUE
New York**

In this project we had to design fabricate and install 5 new floors of structural steel on top of an existing 20 storey building. In order to do so we had to reinforce the existing columns (some of them to the first floor).

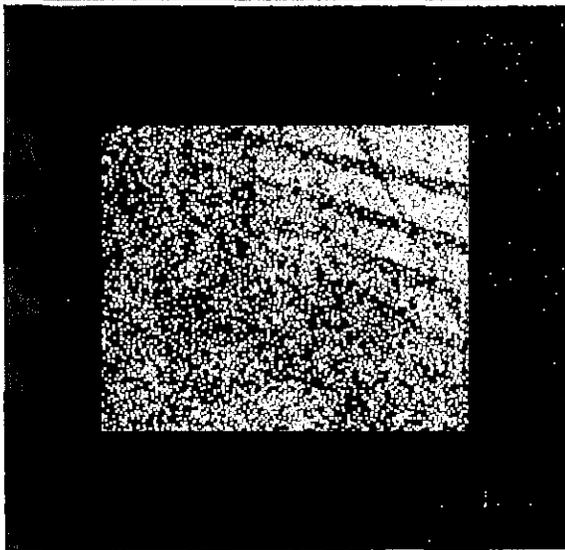
The first logistic problem we encountered on this project was the fact that a similar building that was being revamped across the street where we were supposed to set our crawler crane was behind schedule and because of that we could not go with the original scheme.

We then proposed to the owner to install a small tower crane on the roof of the existing building and thus keep the original schedule.

The picture directly below shows the type of traffic control we have in place before starting work when we have to perform lane closure in the city.

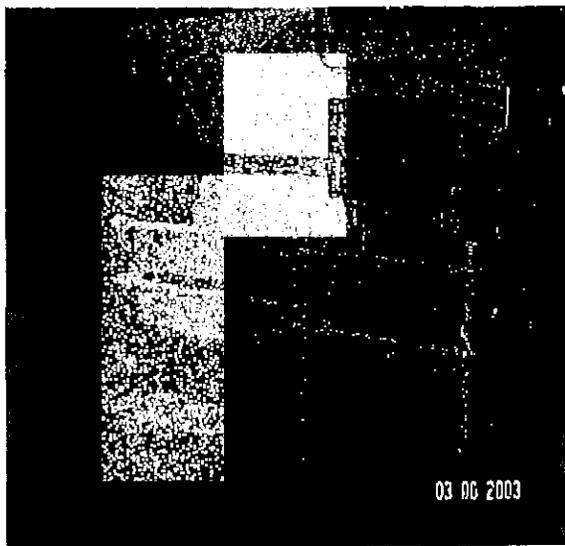


MISCELLANEOUS METALS



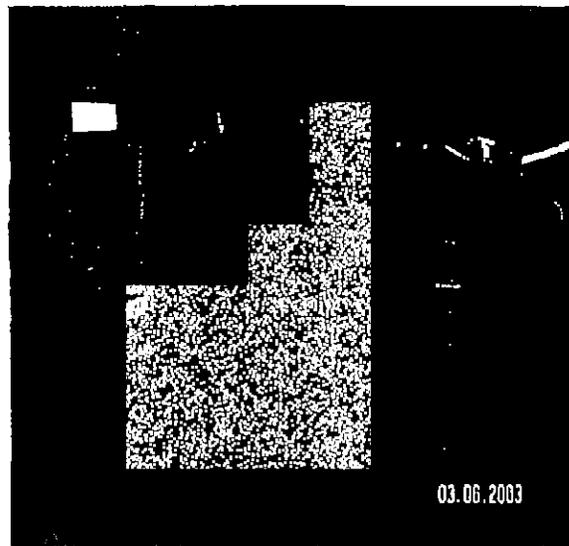
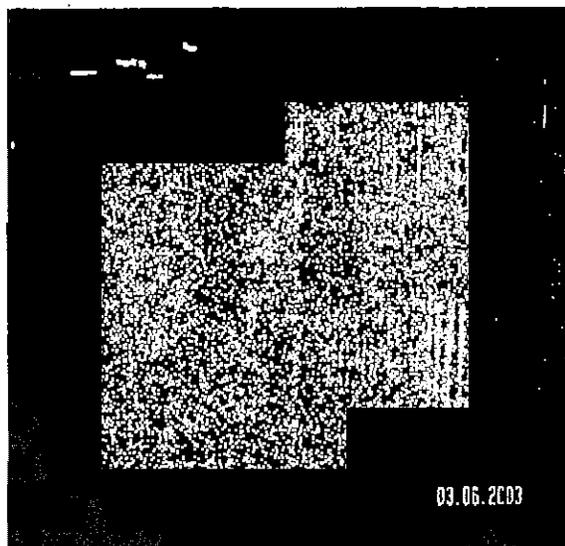
**GRAND CENTRAL TERMINAL
ADA RENOVATION**

Remove and reinstall handrails at train access platforms. Handrail sections had to be removed, than the GC would change the pitch of access ramp to platform and add resting areas every twenty feet. When this was completed we would re-install as much as possible the old guardrails and insert where required new hand rail sections fabricated into our New Jersey shop. We also had to install new brass rails at various locations in the station and repair the existing ones.

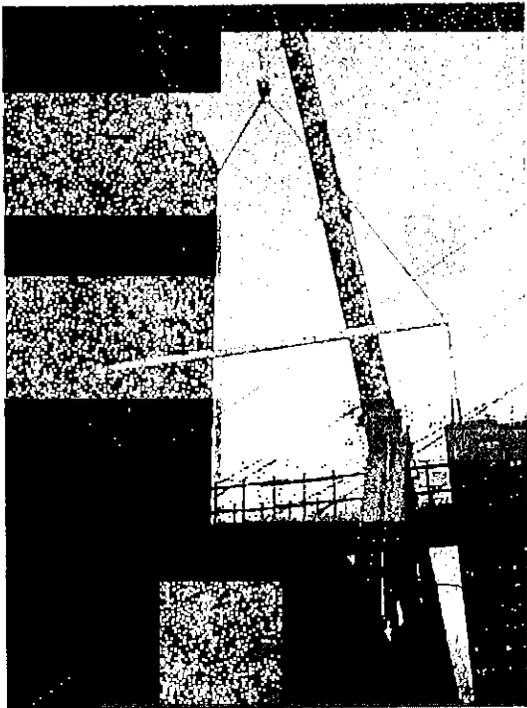
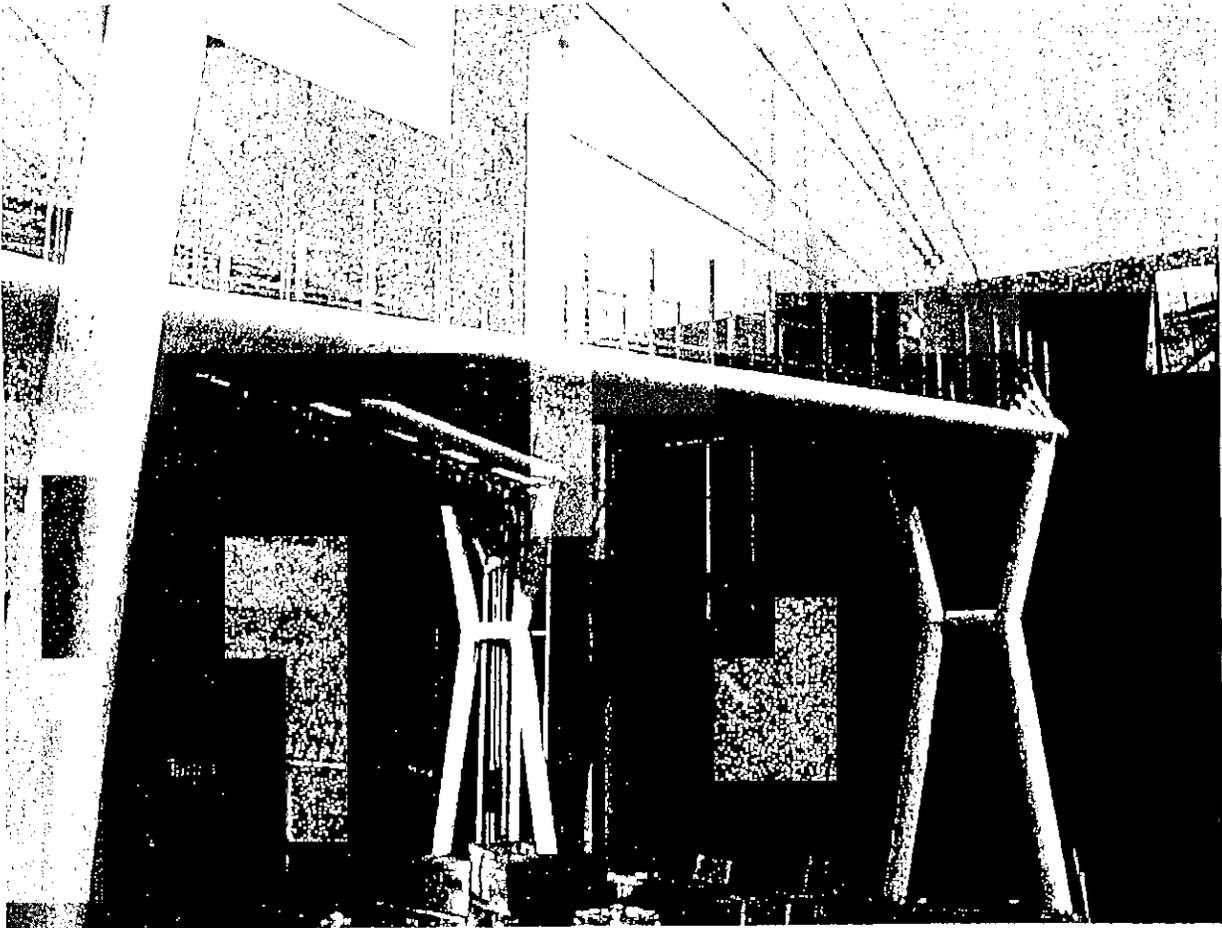


We also had to supply, design, fabricate and install cane detection around protruding objects from the wall at over 200 locations to warn sight impaired persons. Each location required its own set of field measurement to match the existing conditions and meet the very strict criteria's of the ADA Act.

A portion of the contract required supply and fabrication of brass rail (shown in bottom left picture) and three sided enclosures (shown in picture below) which we sourced out and performed the installation ourselves.



ROCKEFELLER UNIVERSITY – PEDESTRIAN BRIDGE



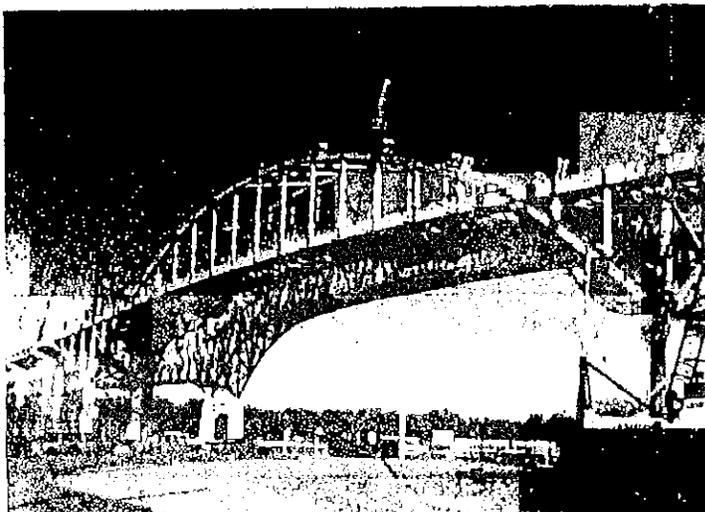
The above is a picture of a cable stayed steel pipe pedestrian bridge which was assembled in our yard. The metal decking, metal fascia panels and stainless steel hand rails were installed to allow for instant construction and provide safety protection for pedestrian, automobiles and workers over busy FDR Drive at 63rd Street in Manhattan

BLUE WATER BRIDGE – U.S./CANADA



The picture on the left shows the finished product of the Blue Water Bridge between Sarnia, Ontario (Canada) and Port Huron, Michigan (United States) which many of our Engineering and Construction Team Key Employee planned and constructed.

To the right is a picture of the backstay towers and cables utilized to begin erecting the arch portion of the Blue Water Bridge.



On the left is another view of the Blue Water Bridge showing the most completed arch span



A Coruña:
Pol. de Sabón, Par. 92 - 94
15142 Arteixo A Coruña
Teléfono : (34) 981 800 033
Fax : (34) 981 602 107

Madrid:
C/ del Corral, s/n - Pol. Alcamar
28816 Camarma de Esteruelas -
Madrid
Teléfono : (34) 91 886 59 70
Fax : (34) 91 886 59 75

E-mail : hc@hortacoslada.com Web: www.hortacoslada.com



Hoja 1 de 1

DCM ERECTORS
110 East 42nd Street, Suite 1704
New York 10017 (USA)
Att. Mr. Jeffrey S. Grannet

CARTA Nº : C01121/08 OT:
ASUNTO: Prequalification Package HORTA COSLADA

Madrid a, 5 de diciembre de 2008

Dear Jeffrey,

Please find attached our Prequalification Package, so that you can include our company in your team.

Should you need any additional information, please contact me.

Sincerely yours,

HORTA-COSLADA
CONSTRUCCIONES METÁLICAS S.L.

Alejandro Otero



Construcciones Metálicas

**PHOENIX CONSTRUCTORS JV
PORT AUTHORITY OF NEW YORK
AND NEW JERSEY**

**WORLD TRADE CENTER
TRANSPORTATION HUB**

W0TC-GC21-2-KN0186-020

**“Furnish, Fabricate & Erect Structural
Steel, Intumescent Fire Resistant
Coating, Metal Deck & Precast Concrete
Work”**

Pre-qualification package

**HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.**

4

2.7. SIMILAR TYPE OF WORK COMPLETED AND REFERENCES

HORTA-COSLADA
CONSTRUCCIONES METALICAS, S.L.

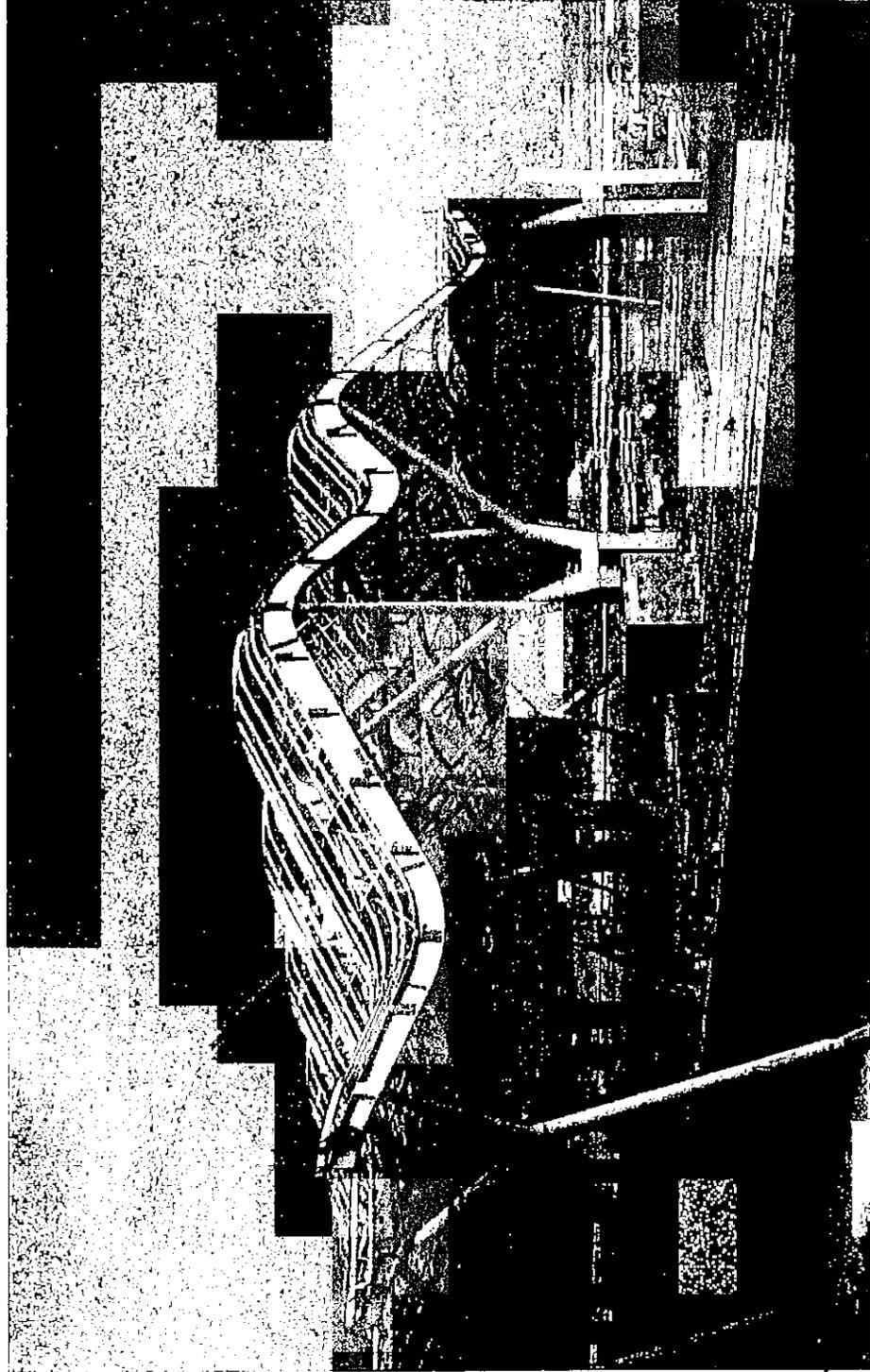
MAIN REFERENCES

PROJECT NAME	CLIENT NAME	CLIENT ADDRESS	CLIENT CONTACT	DESCRIPTION	LOCATION	PERIOD	VALUE
New Melt Shop Building	North American Stainless	6870 Highway 42 East Ghentz, Kentucky 41045-9615 United States of America	Mr. Christopher A. Breetz +1 (502) 347-6000	Steel mill facility Industrial Building 15,400 US Tons Erection in just 4 months	Kentucky USA	2.001	20.800.000 \$
Fourth Bridge Over the Ebro River	Ferrovial	Avda. del Partenón, 4 Campo de las Naciones 28042 Madrid (Spain)	Mr. Kenneth Martínez +34 941 51 15 71	Road and Pedestrian Cable Stayed Bridge 1.650 US Tons	Logroño Spain	2.003	10.400.000 \$
Delicias High Speed Train Station	Estacion Delicias UTE	Avda. de Navarra, s/n Estación Delicias 50010 Zaragoza (Spain)	Mr. Luís Viñuela +34 91 385 90 00	Train Station Roof Structure 492 ft main spans 7.165 US Tons Erection in just 4 months	Zaragoza Spain	2.003	16.500.000 \$
Bridge Over the Arga River	FCC Construcción S.A.	Acanto, 22 - 2ªPlanta 28045 Madrid (Spain)	Mr. Luís Viñuela +34 91 385 90 00	Road Bridge 2.760 US Tons	Pamplona Spain	2.004	10.940.000 \$
Reina Sofia Museum	UTE Dacars ACS - Dragados	C/ Argumosa, 43 28012 Madrid (Spain)	Mr. Mario Jordá +34 91 703 84 99	Museum Building Cantilever beams up to 150 ft 5.000 US Tons	Madrid Spain	2.004	8.120.000 \$
New Terminal 4 Barajas Airport	Terminal Barajas UTE UTE Satélite	Ctra. M-110 Km.3 28042 Madrid (Spain)	Mr. Luís Viñuela +34 91 385 90 00	Airport Roof Structure and Pedestrian Bridges & Fingers 23.150 US Tons	Madrid Spain	2.004 2.005	76.980.000 \$
Arcos Alconetar Bridge	OHL	Paseo de la Castellana, 259 D Torre Espacio 28046 Madrid (Spain)	Mr. José Miguel Pato +34 927 300 015	Lower Arch Road Brige Span 492 ft 5.950 US Tons	Cáceres Spain	2.006	7.350.000 \$
Repsol-Caja Madrid Tower	Repsol YPF	Paseo de la Castellana, 278-280 28046 Madrid (Spain)	Mr. José Ramón Burgos +34 91 348 32 12	High Rise Building 820 ft high 12.125 US Tons	Madrid Spain	2.005 2.006	36.350.000 \$
A400M Airbus Facilities	EADS-CASA	Aeropuerto de San Pablo s/n 41020 Sevilla	Mr. Enrique Baena +34 95 459 42 58	Plane Assembly Facility Industrial Building 27.560 US Tons	Sevilla Spain	2.005 2.007	40.310.000 \$
Hadjret en Nouss Power Plant	SNC-Lavalin	455-René-Lévesque Blvd.West Montreal Quebec H2Z 1Z3 Canada	Mr. Christopher Bragg +1 (514) 393 1000	Industrial Buildings 7.165 US Tons	Hadjert en Nouss Argella	2.006 2.007	16.650.000 \$
R.C.D. Español Stadium	FCC Construcción S.A.	Acanto, 22 - 2ªPlanta 28045 Madrid (Spain)	Mr. Luís Viñuela +34 91 385 90 00	Stadium Roof Structure 640 ft span main trusses 2.300 US Tons Erection in just 3 months	Barcelona Spain	2.007	10.440.000 \$
Serrera Bridge by Calatrava	FCC Construcción S.A.	Acanto, 22 - 2ªPlanta 28045 Madrid (Spain)	Mr. Luís Viñuela +34 91 385 90 00	Cable Stayed Bridge Main span deck 482 ft Pylon high 395 ft Pieces with weights up to 275 US Tons at 395 ft high Erection Pylon in 1,5 months 6.050 US Tons	Valencia Spain	2.008	23.200.000 \$
Oran Conference Centre	OHL	Paseo de la Castellana, 259 D Torre Espacio 28046 Madrid (Spain)	Mr. Enrique Martínez +34 91 348 43 38	Several Civil Buildings Erection in just 5 months 7.150 US Tons	Oran Argelia	2.008	35.000.000 \$
C-10 Project	Repsol YPF	Paseo de la Castellana, 278-280 28046 Madrid (Spain)	Mr. Juan A. Monterroso +34 968 16 75 54	Industrial facility 4.950 US Tons (Under construction)	Cartagena Spain	2.008 Mid 2009	33.600.000 \$



Construcciones Metálicas

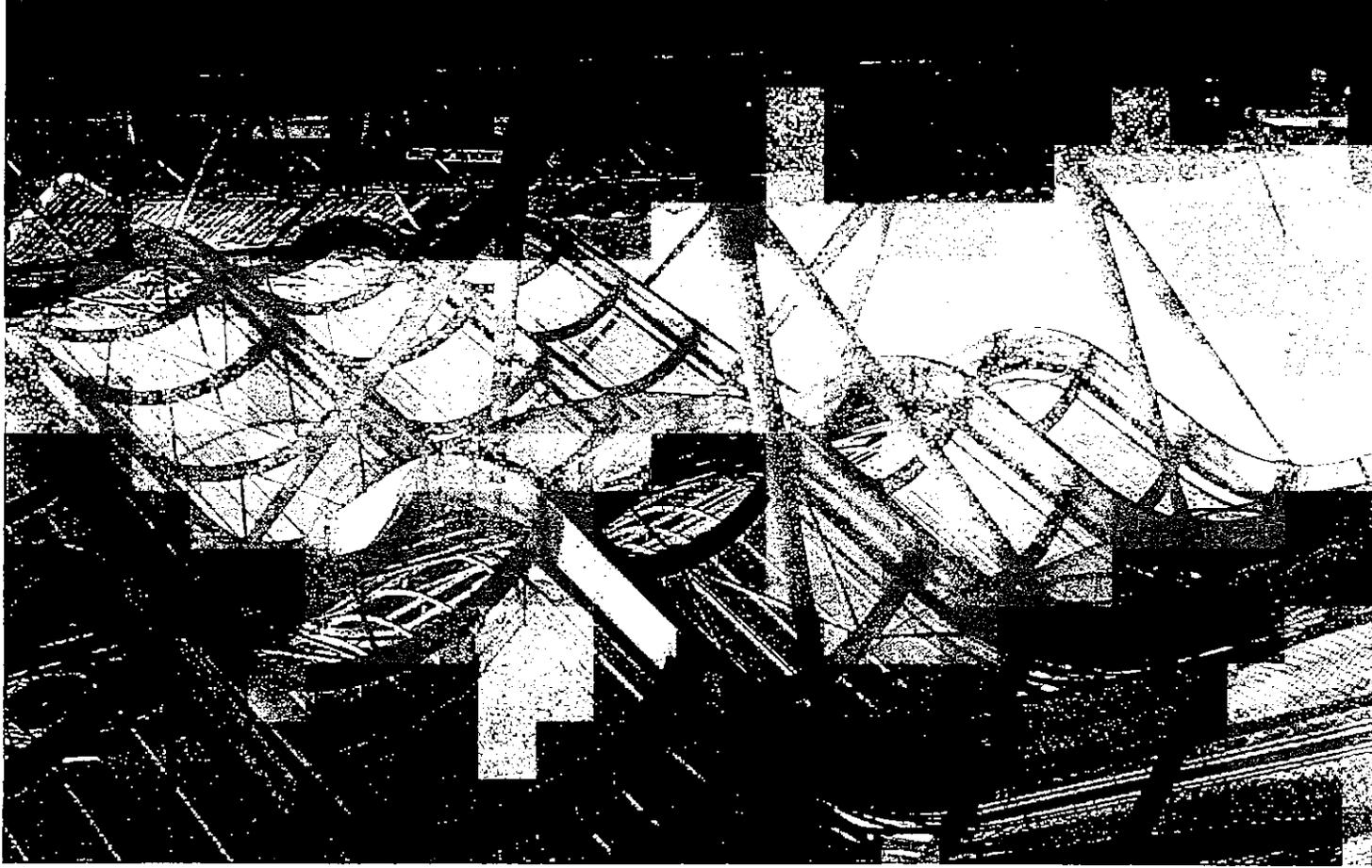
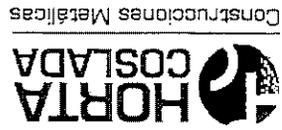
TERMINAL 4 BARAJAS AIRPORT – 23.150 UST



Terminal Building under construction

HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.

TERMINAL 4 BARAJAS AIRPORT – 23.150 UST



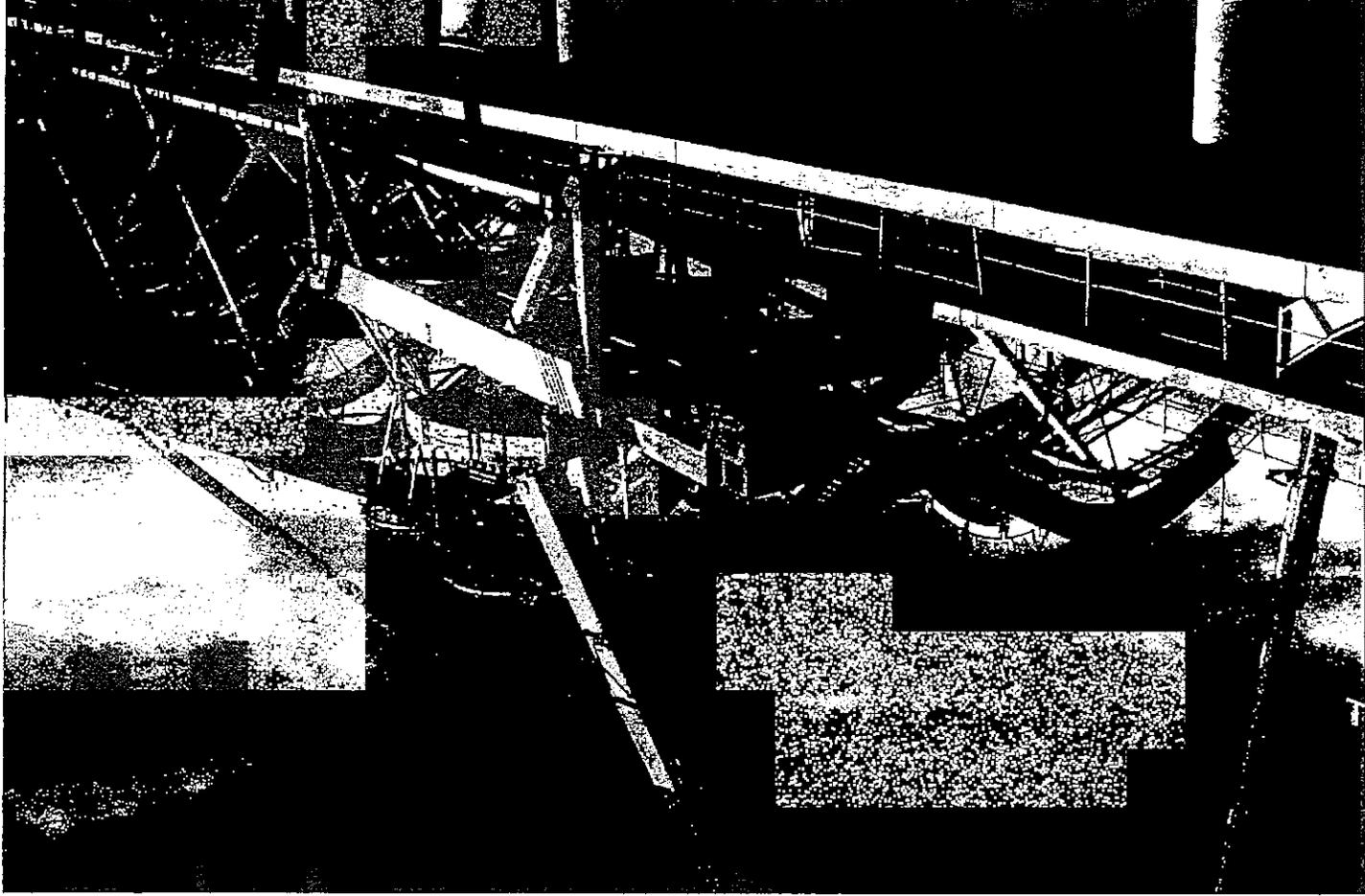
Internal view during construction

HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.



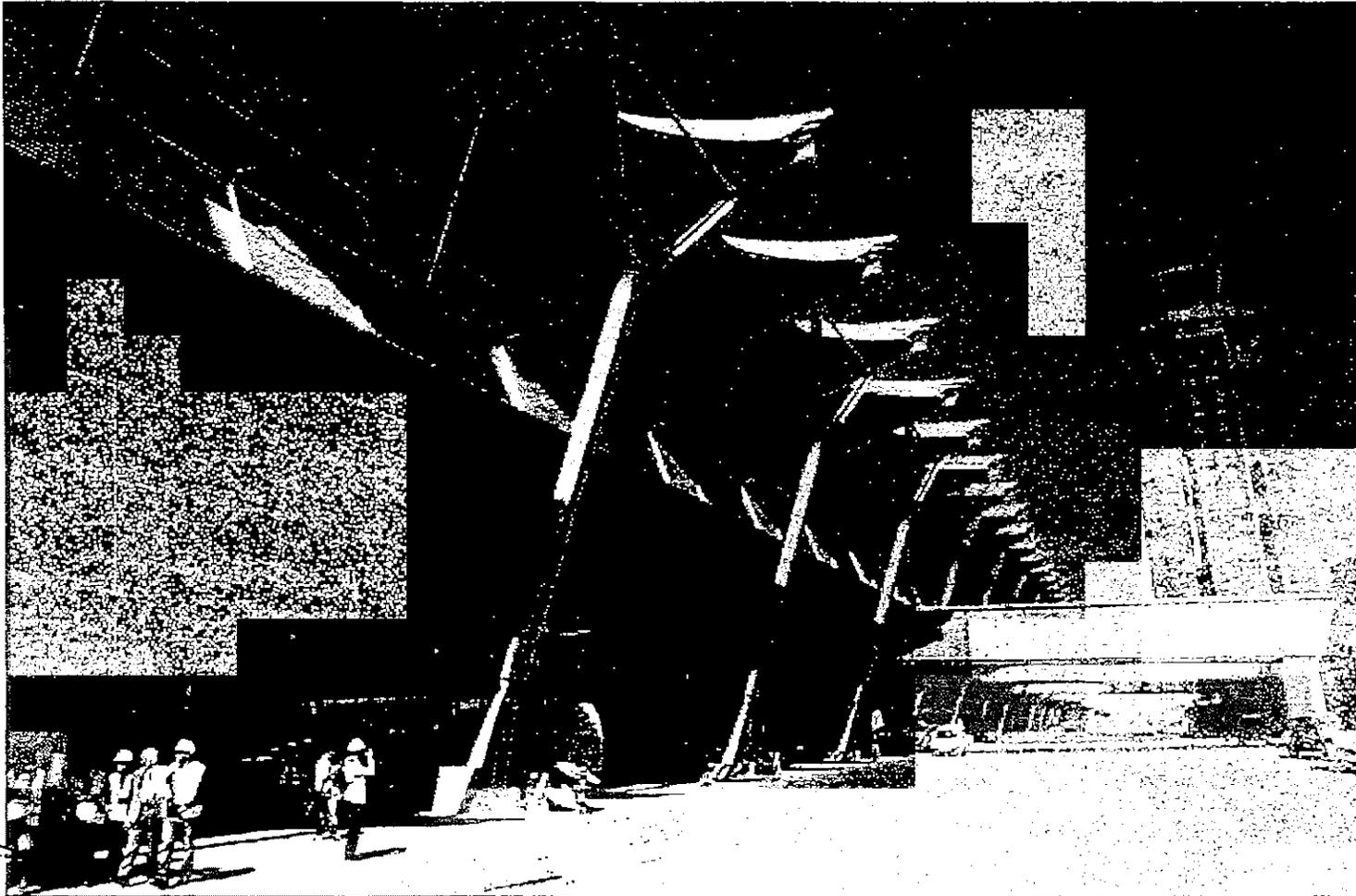
Internal view under construction

TERMINAL 4 BARAJAS AIRPORT – 23.150 UST



Erection with special systems for cranes over the concrete slabs

TERMINAL 4 BARAJAS AIRPORT – 23.150 UST



External view once finished



**HORTA
COSLADA**

Construcciones Metálicas

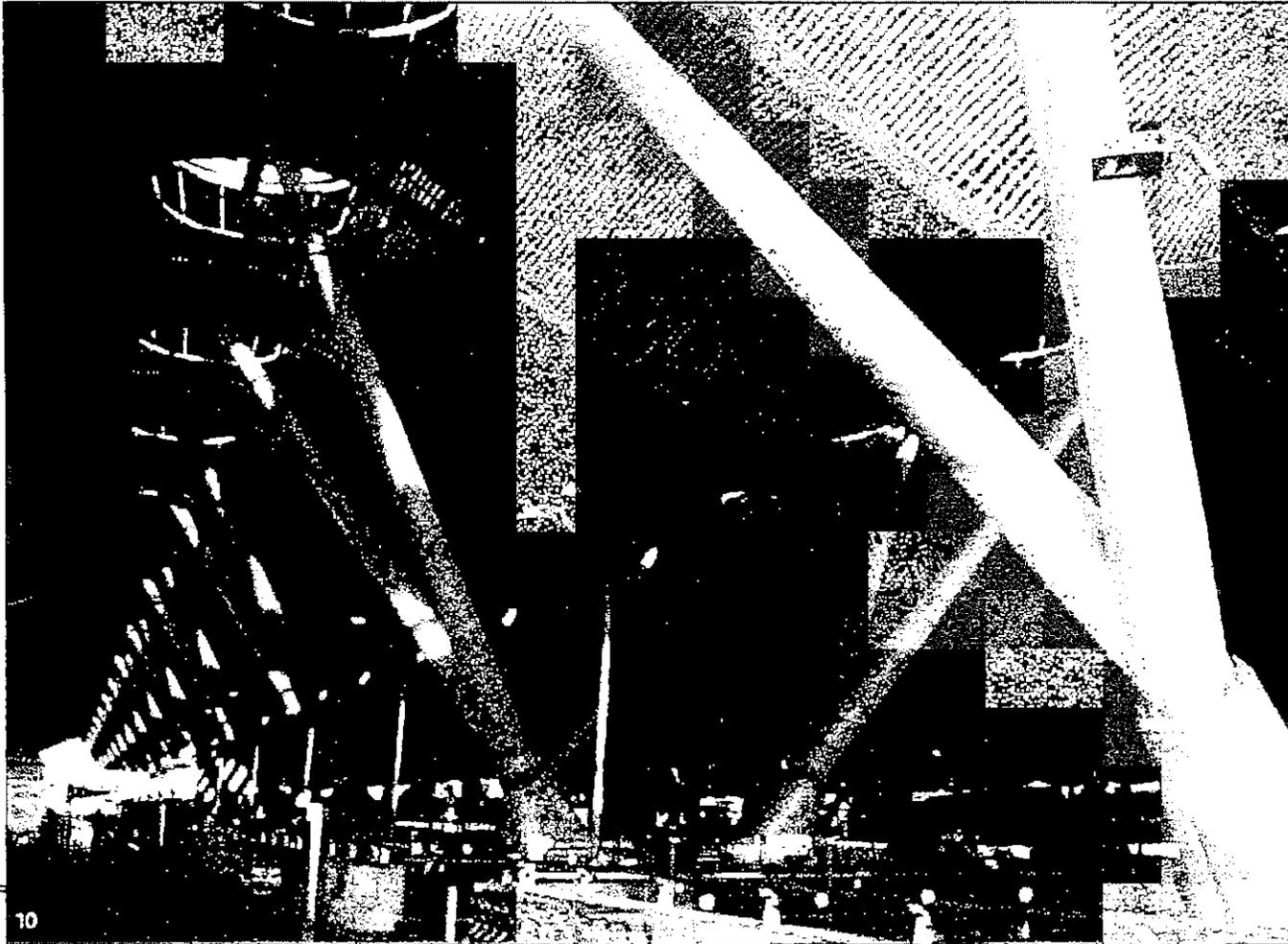
TERMINAL 4 BARAJAS AIRPORT – 23.150 UST



External view once finished

HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.

TERMINAL 4 BARAJAS AIRPORT – 23.150 UST

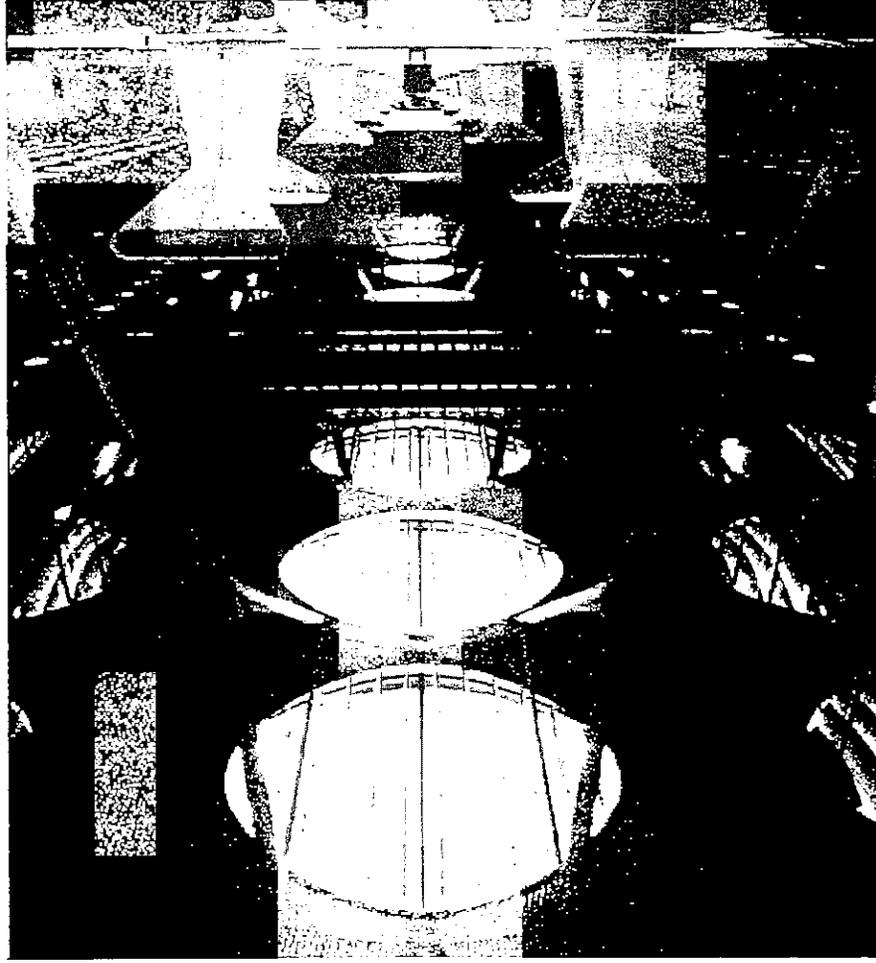
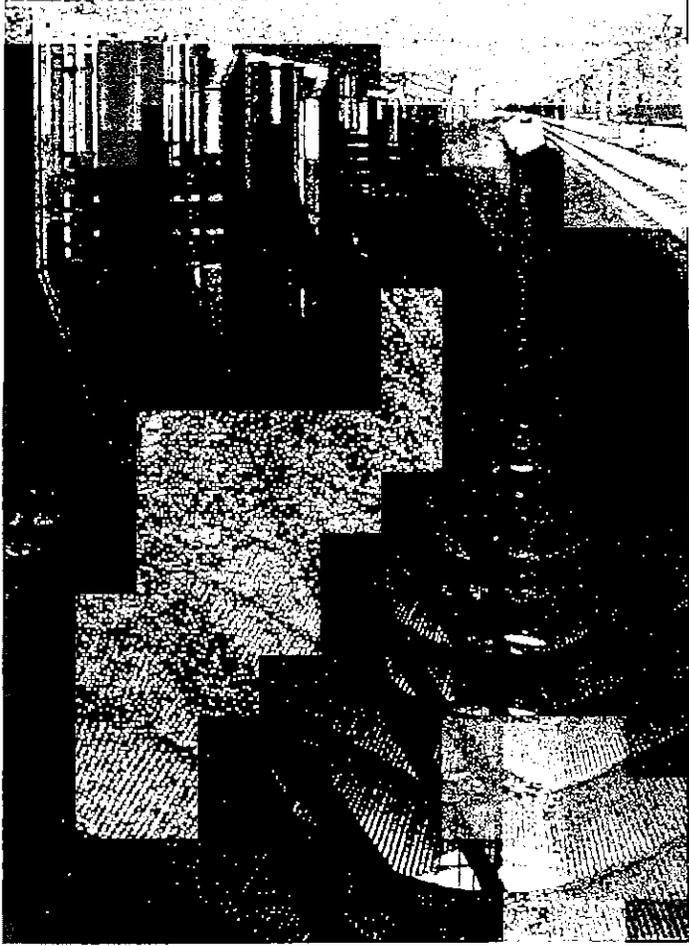


Internal view once finished

TERMINAL 4 BARAJAS AIRPORT - 23.150 UST



Construcciones Metálicas



Internal views once finished

HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.



Construcciones Metálicas

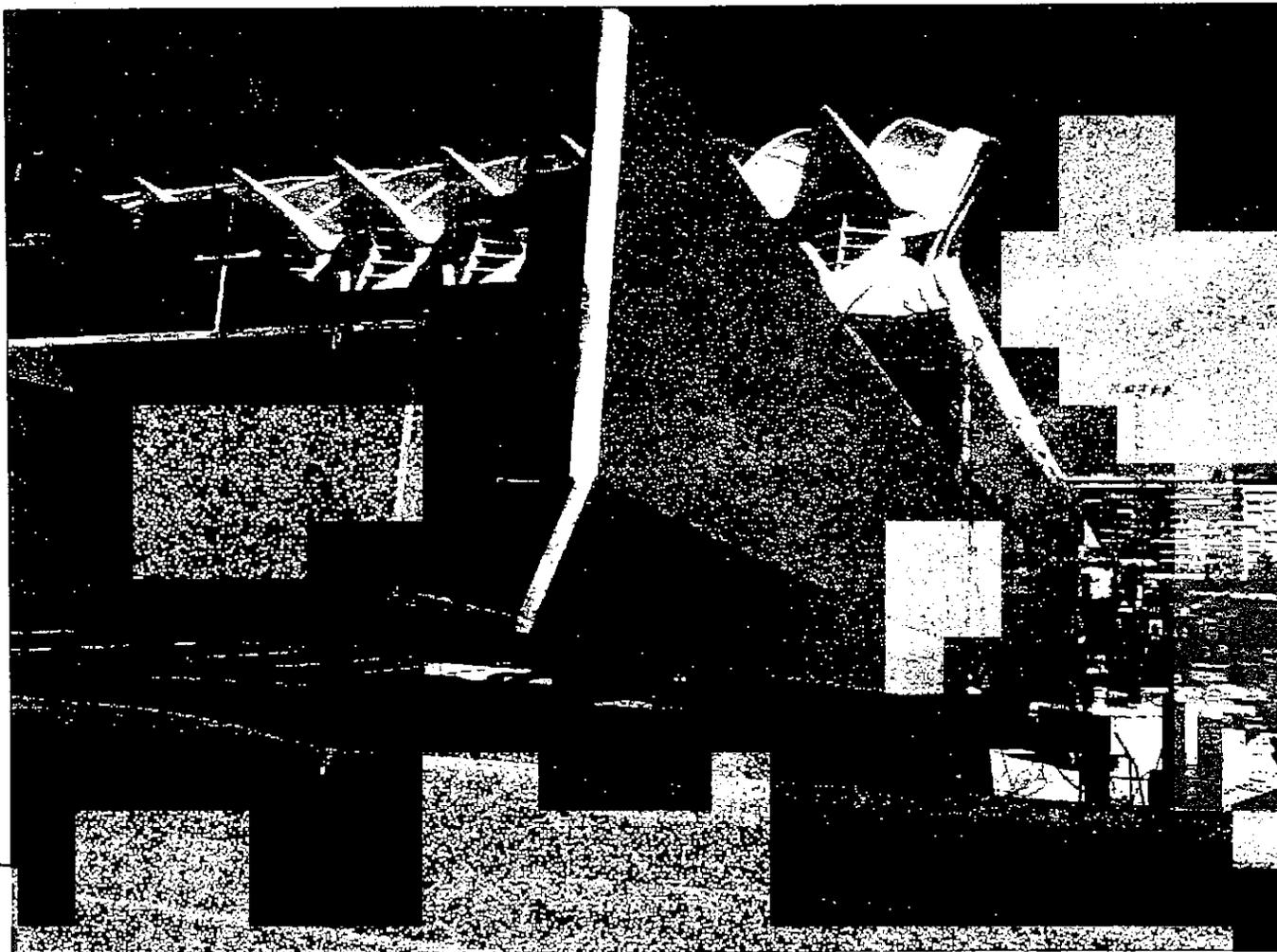
SERRERIA BRIDGE

Arq: Mr. Santiago Calatrava

Location: Valencia (Spain)

6.050 US Tons

SERRERIA BRIDGE – 6.050 US Tons

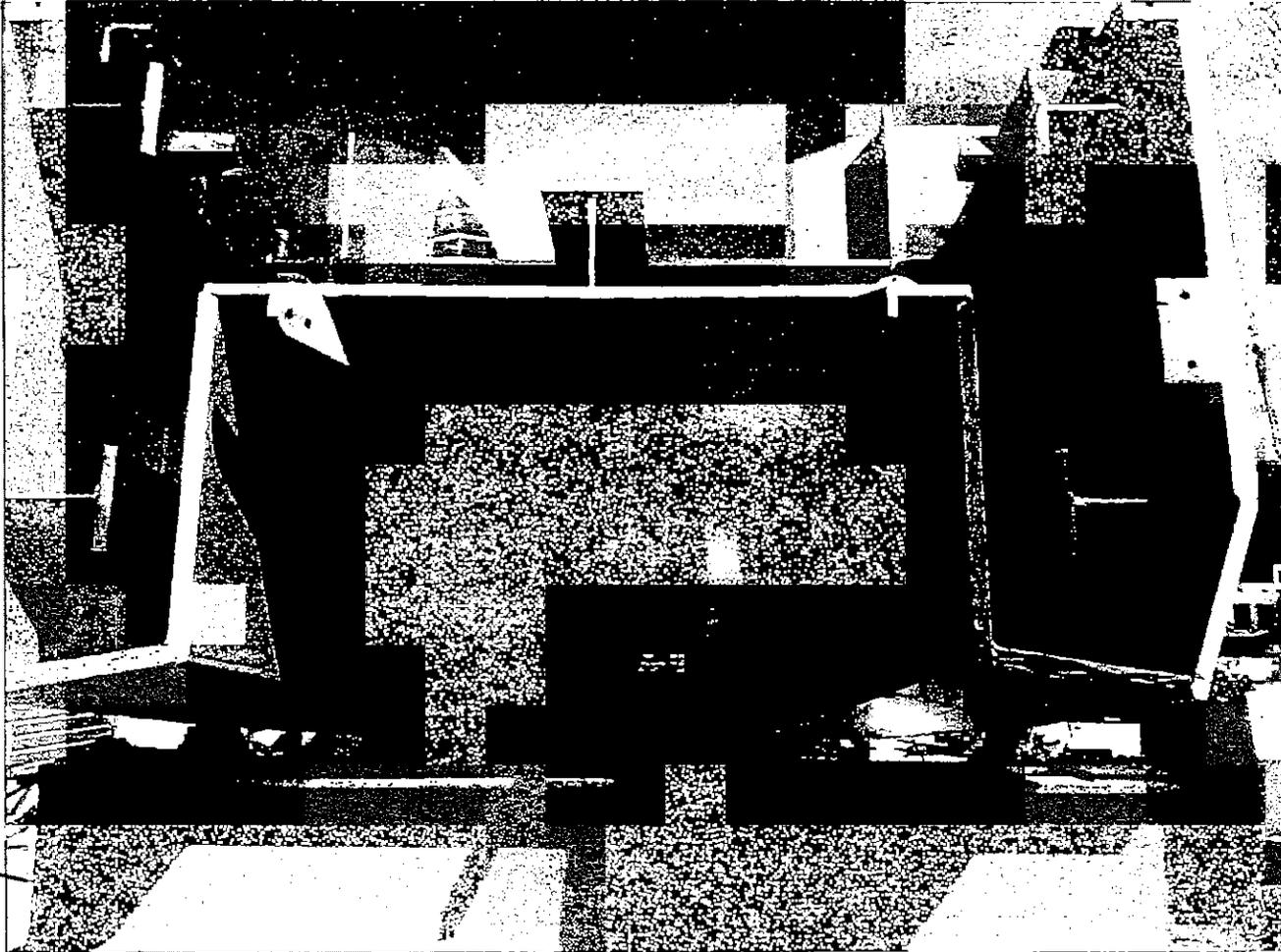




**HORTA
COSLADA**

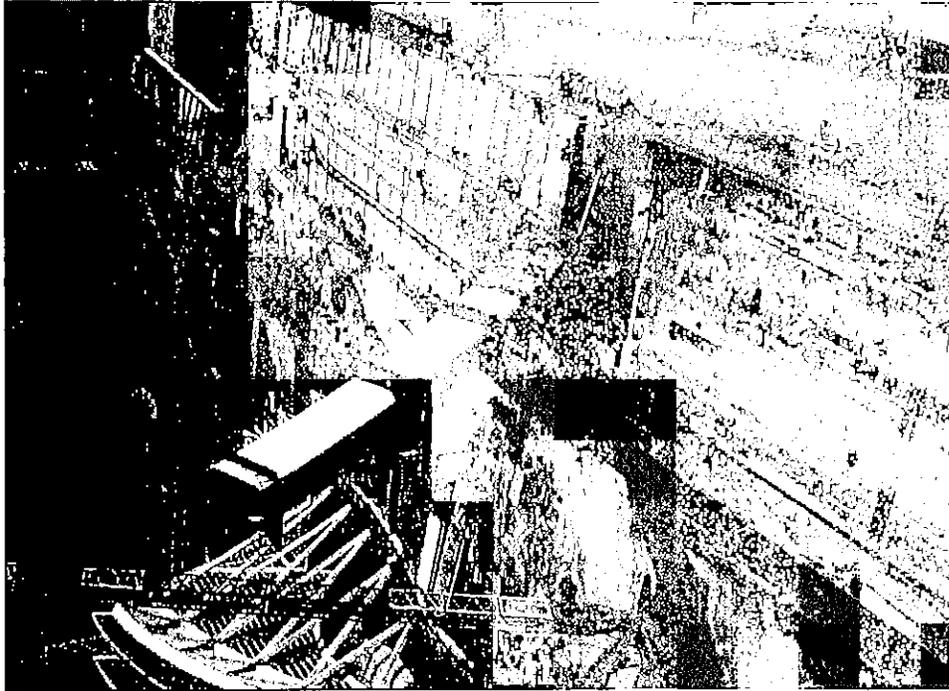
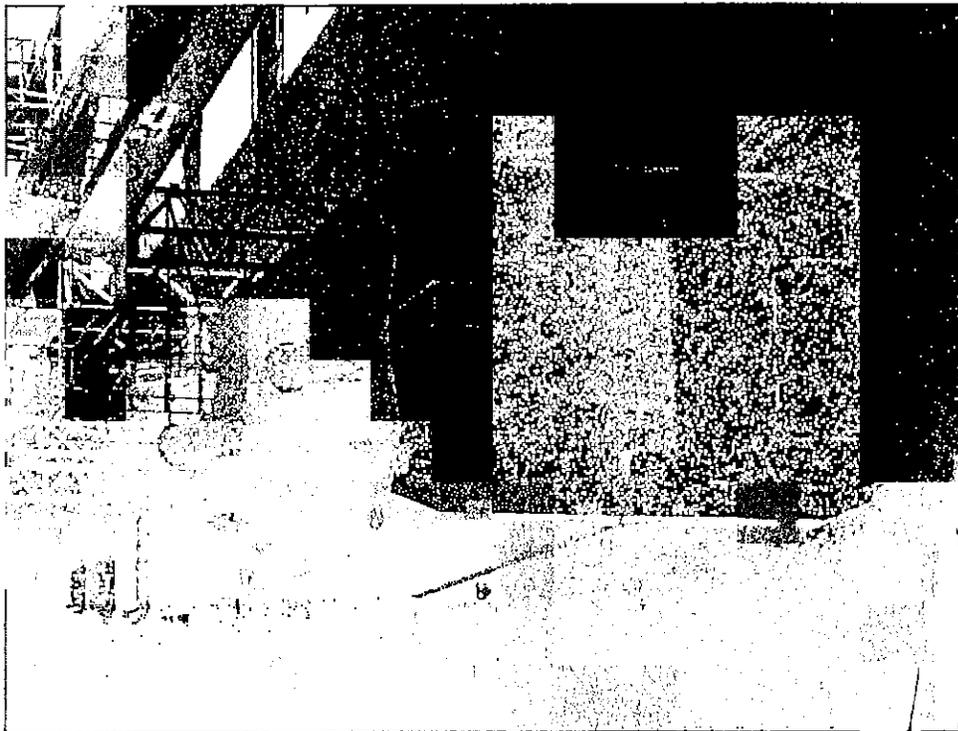
Construcciones Metálicas

SERRERIA BRIDGE – 6.050 US Tons

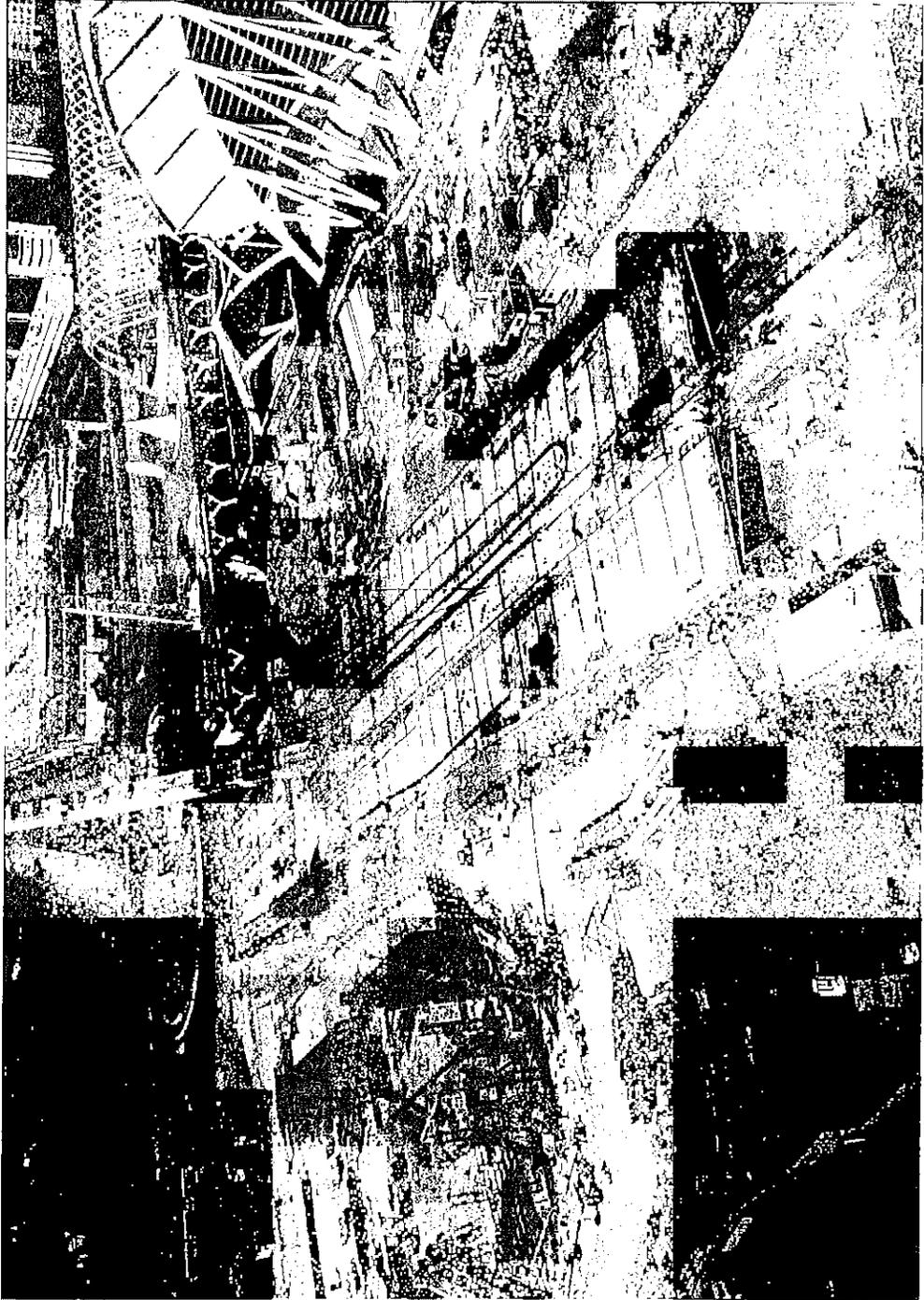


HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.

SERRERIA BRIDGE – 6.050 US TONS



SERRERIA BRIDGE – 6.050 US Tons



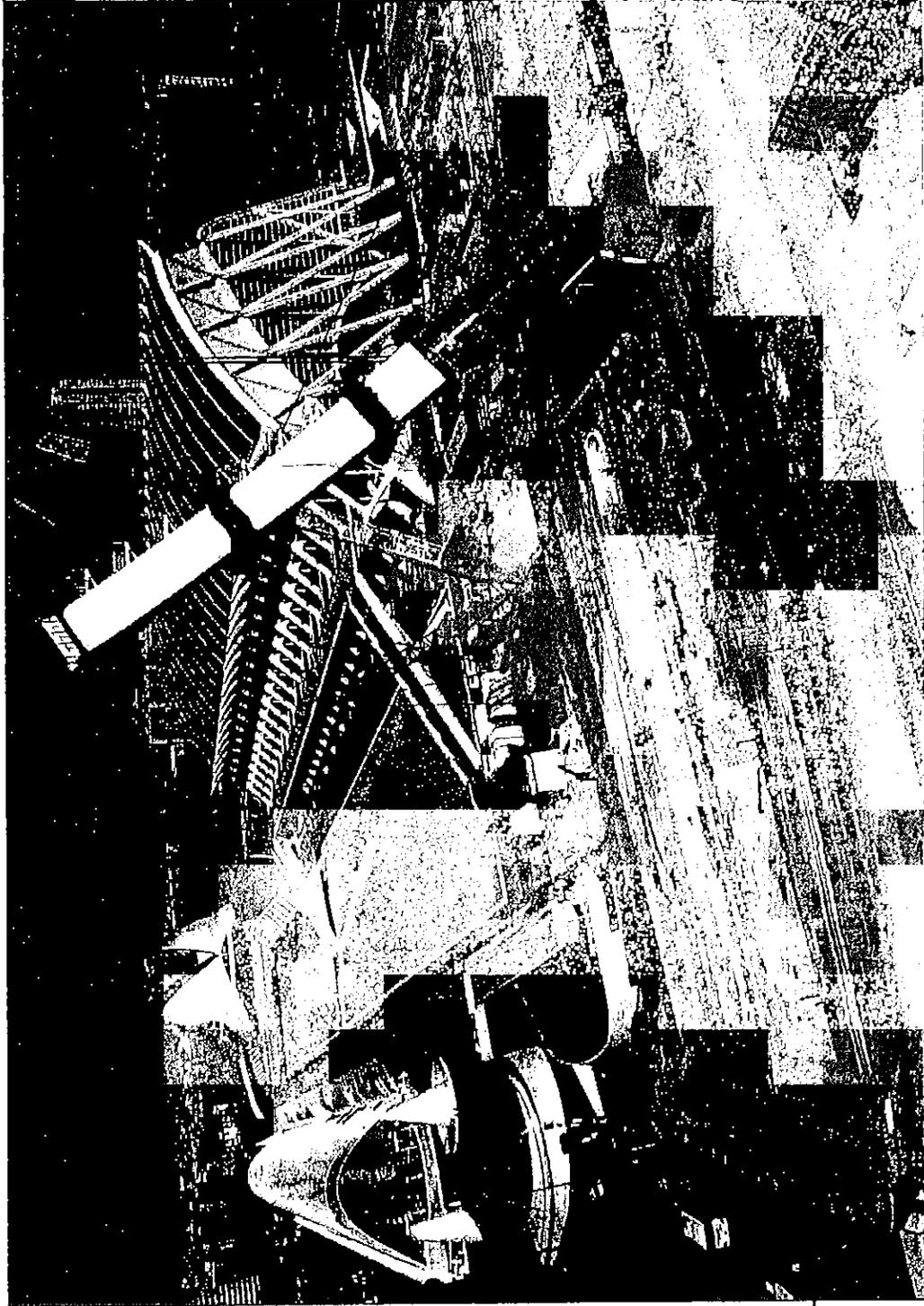
SERRERIA BRIDGE – 6.050 US Tons





Construcciones Metálicas

SERRERIA BRIDGE – 6.050 US Tons

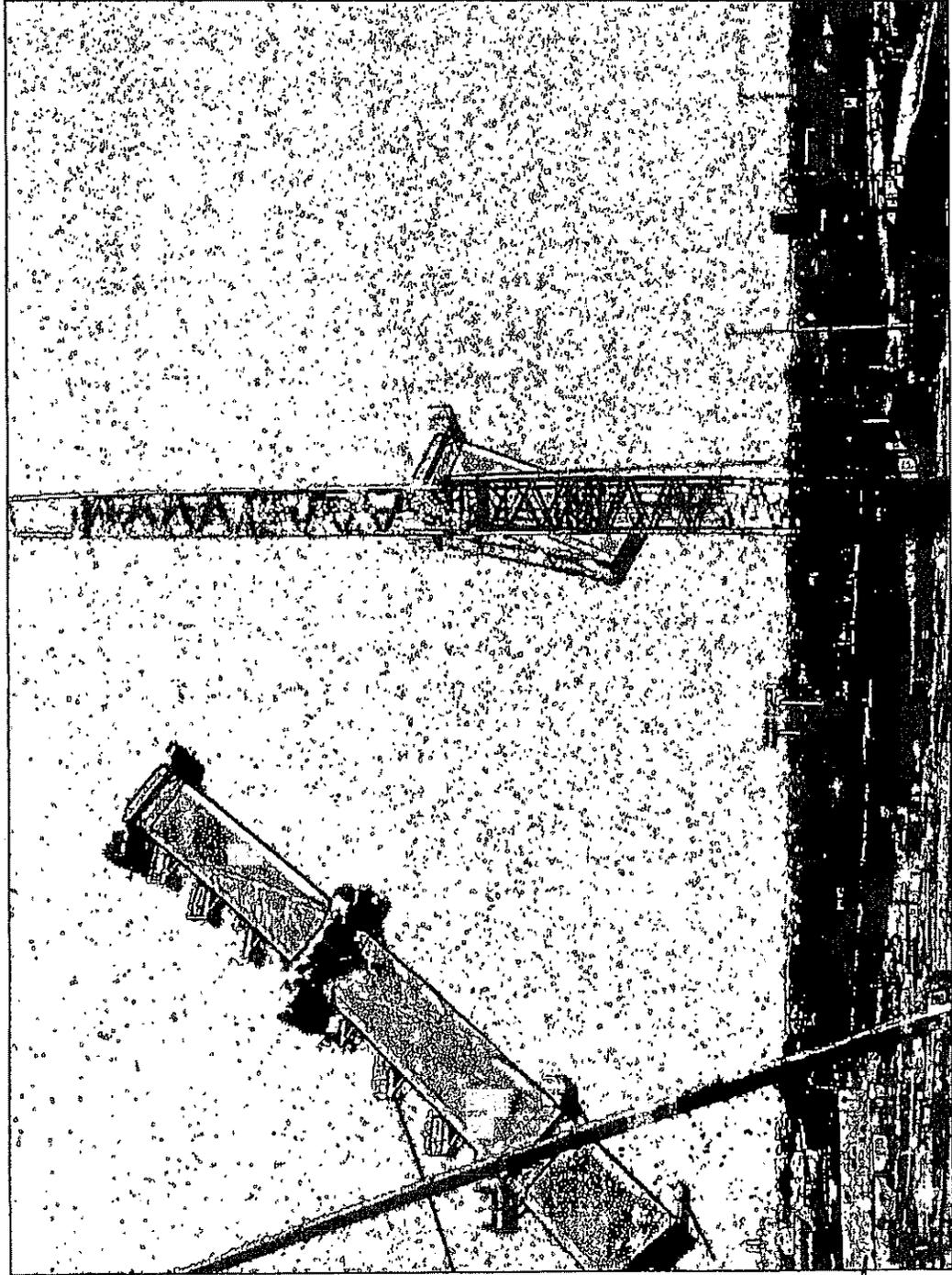


ORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.



Construcciones Metálicas

SERRERIA BRIDGE – 6.050 US Tons



HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.



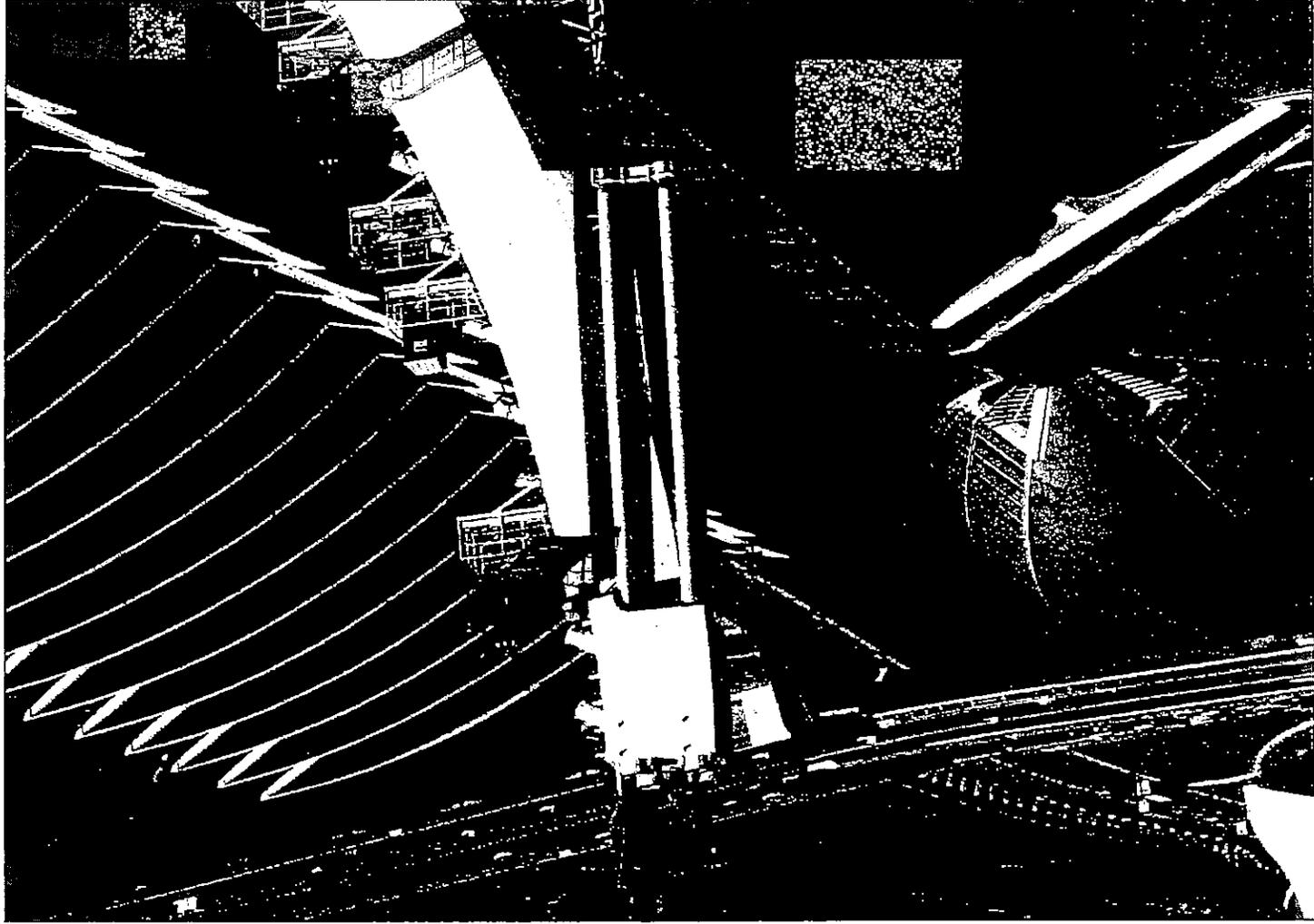
Construcciones Metálicas

SERRERIA BRIDGE – 6.050 US Tons



HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.

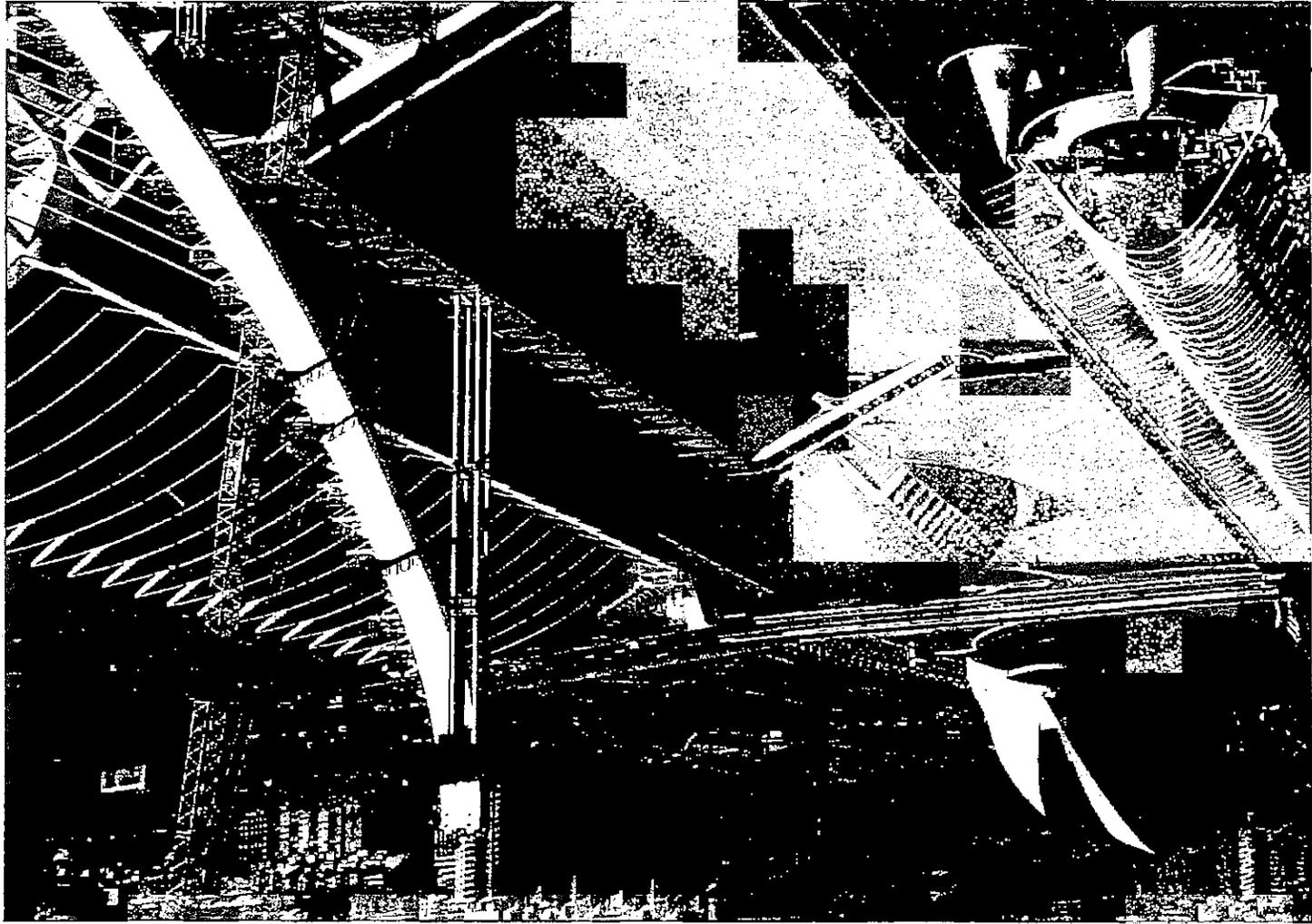
SERRERIA BRIDGE – 6.050 US TONS



Construcciones Metálicas



HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.



SERRERIA BRIDGE - 6.050 US TONS

Construcciones Metálicas

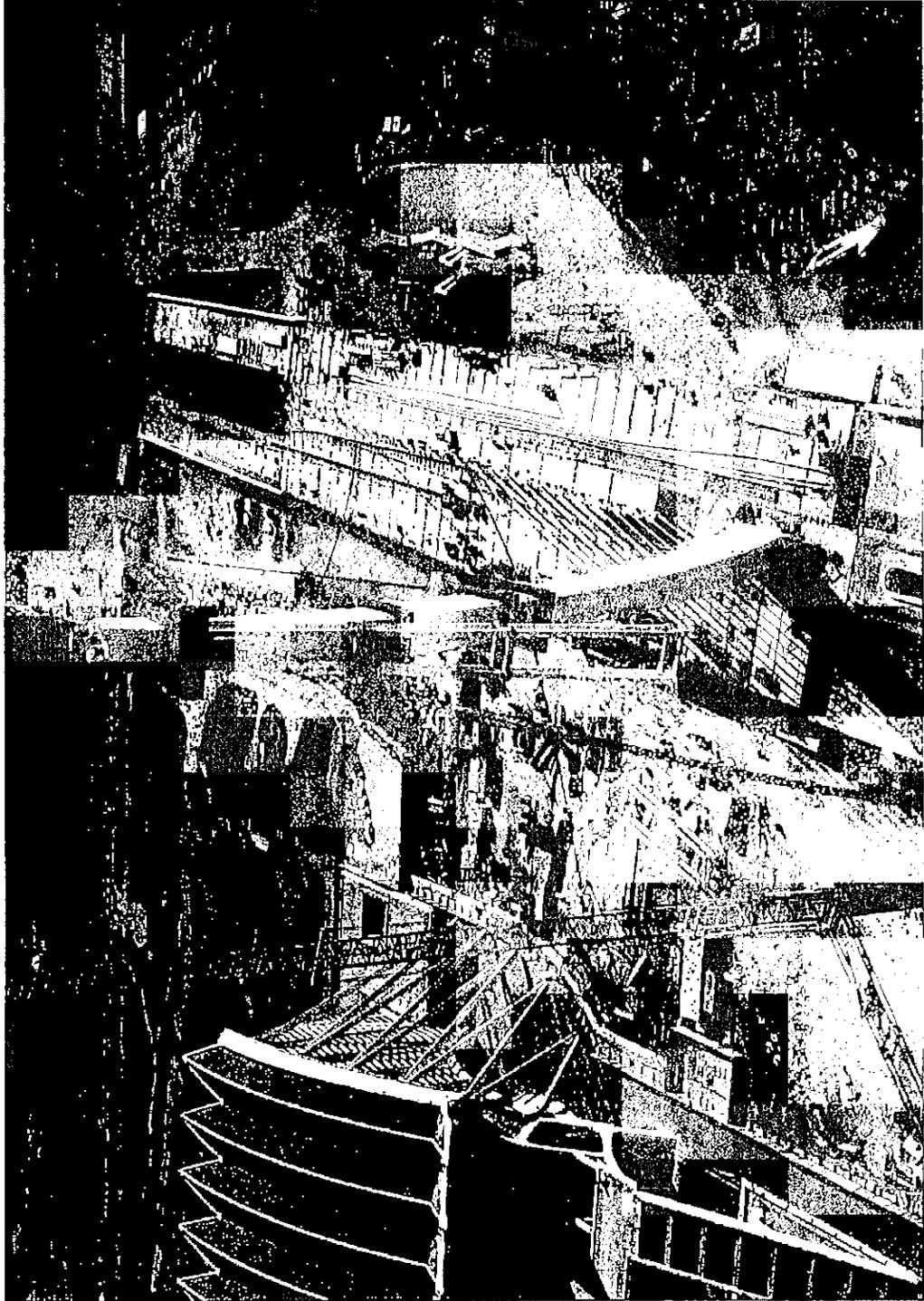


HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.



Construcciones Metálicas

SERRERIA BRIDGE – 6.050 US TONS

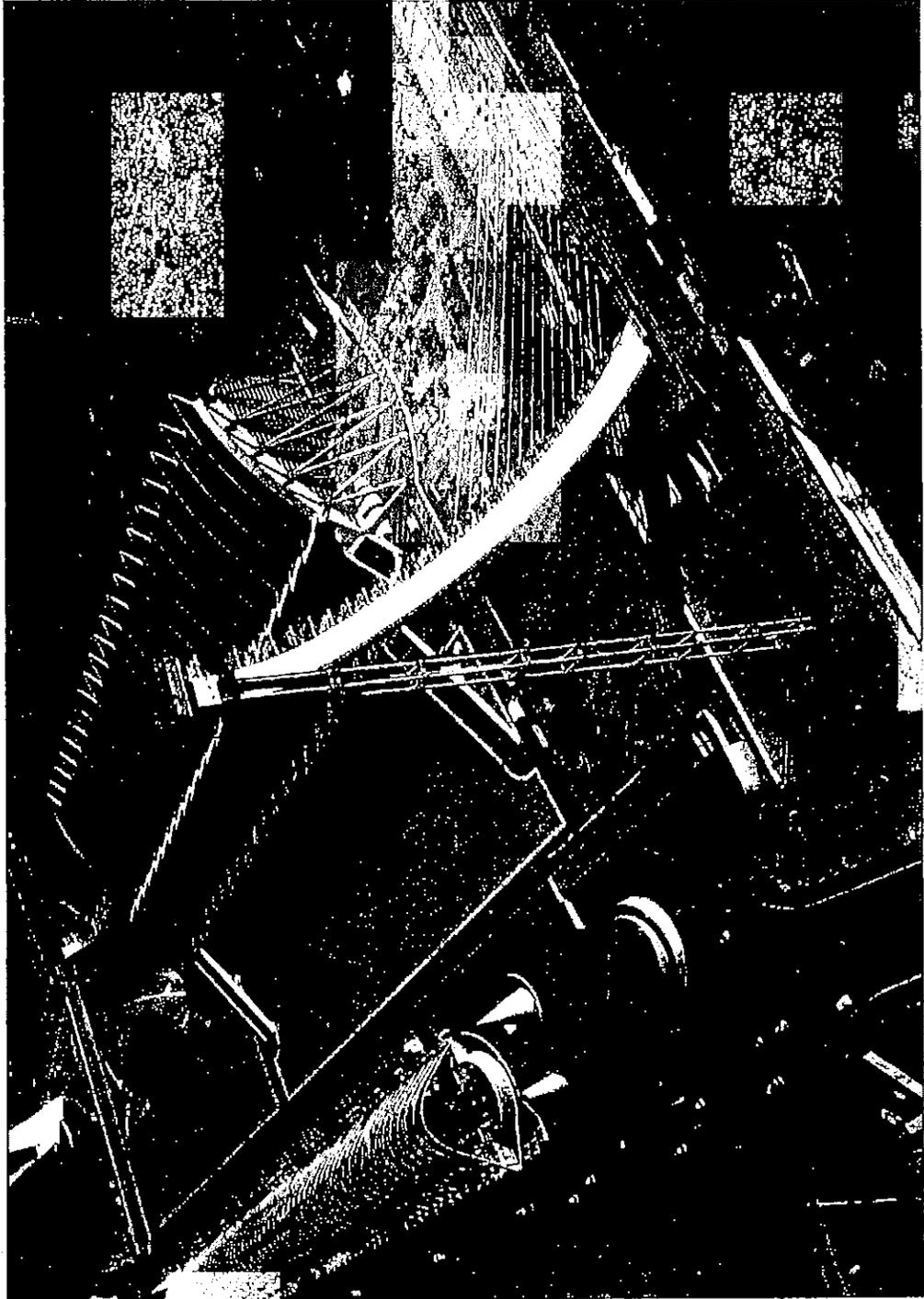


HORTA COSLADA
CONSTRUCCIONES METÁLICAS, S.L.



Construcciones Metálicas

SERRERIA BRIDGE – 6.050 US Tons



HORTA COSLADA
CONSTRUCCIONES METÁLICAS, S.L.

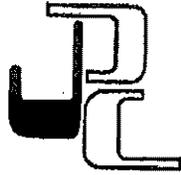


Construcciones Metálicas

SERRERIA BRIDGE – 6.050 US Tons



HORTA-COSLADA
CONSTRUCCIONES METÁLICAS, S.L.



JERSEY PRECAST CORP.

853 Nottingham Way, Hamilton Township, NJ 08638

Phone: 609-689-3700 • Main Fax: 609-689-3797 • Accts. Fax: 609-689-9222

E-Mail: mail@jerseyprecast.com

www.jerseyprecast.com

ENGINEERING
DESIGN
MANUFACTURE



December 5, 2008

DCM Erectors
110 East 42nd Room 1704
New York, NY. 10017
Attn: Jeff Gannert

Re: WTC Transportation Hub Precast Concrete

Dear Mr. Gannert:

This letter is to introduce our firm as a bidder for the precast concrete for the above referenced project.

We have been involved in Precast/Prestressed Concrete for the past 25 years and have supplied many projects in the Northeast. We are currently approved by the Port Authority, NJ. Dept. of Transportation, NY. State Dept. of Transportation as well as many other authorities in the greater metropolitan area.

We operate two precast plants one is in Bethel, PA. and the other in Hamilton, NJ. Please find a CD enclosed which will give you an overall view of both operations. We are a certified MBE and will supply a list of completed projects upon request.

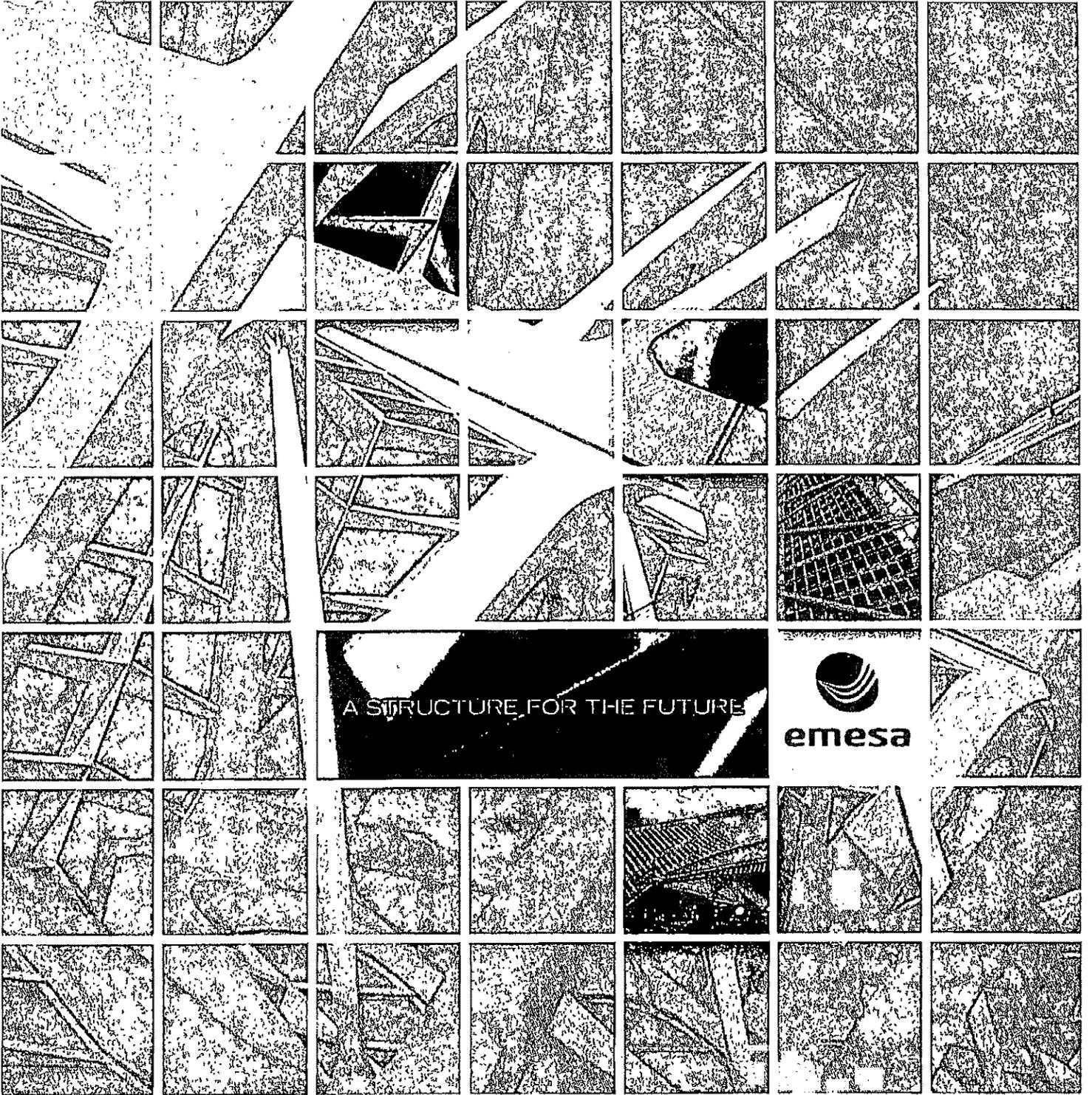
Looking forward to being a bidder on your team for this project.

Best regards,

Michael Rosner

Encls:

Over 25 Years of Experience

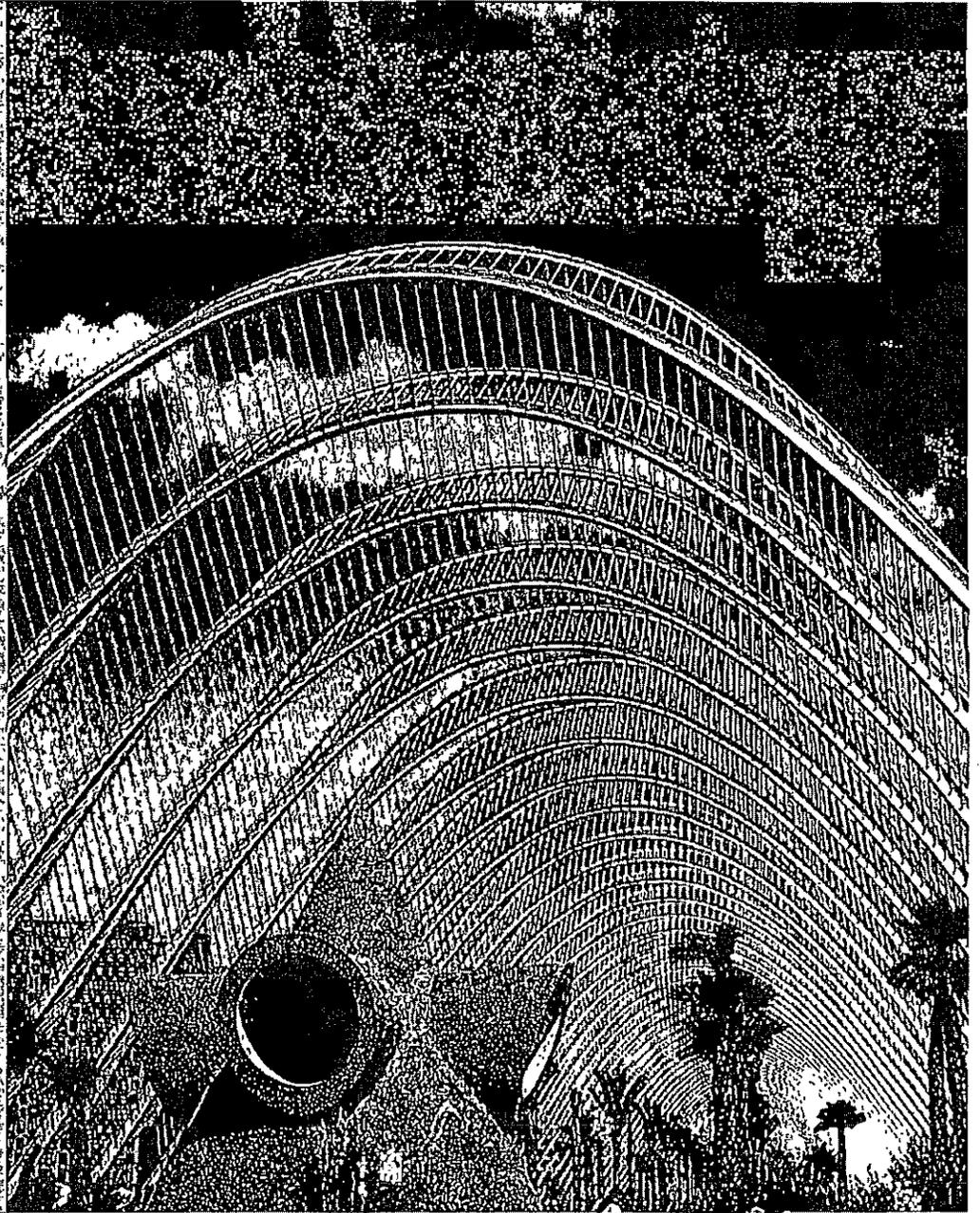


A STRUCTURE FOR THE FUTURE



THE COMPANY

01





EMESA'S HEADQUARTERS AND MANUFACTURING PLANT IN THE COIRÓS BUSINESS PARK (A CORUÑA)

Experience



Since it was first founded in March 1958, the Company has undergone a process of growth and constant adaptation to the increasing demands of the most competitive international markets. EMESA is part of the ISOLUX CORSAN Group, a market leader in different business areas: construction, engineering, concessions, services and renewable energies, present in more than 40 countries.

An international market leader

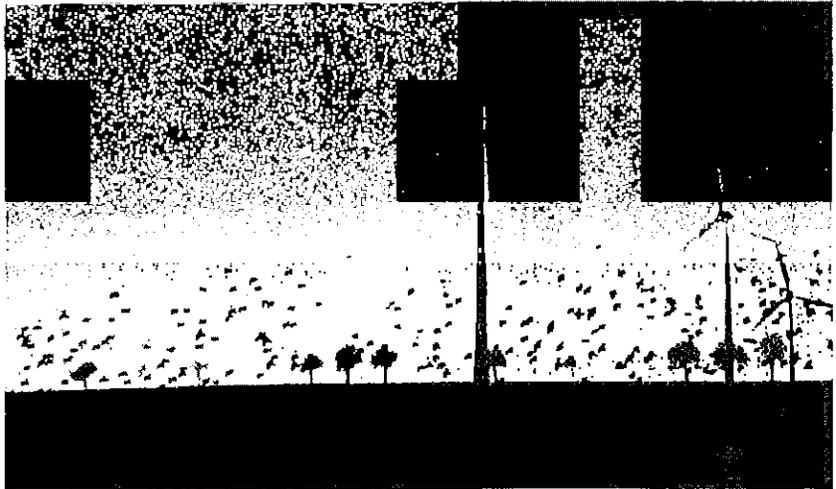


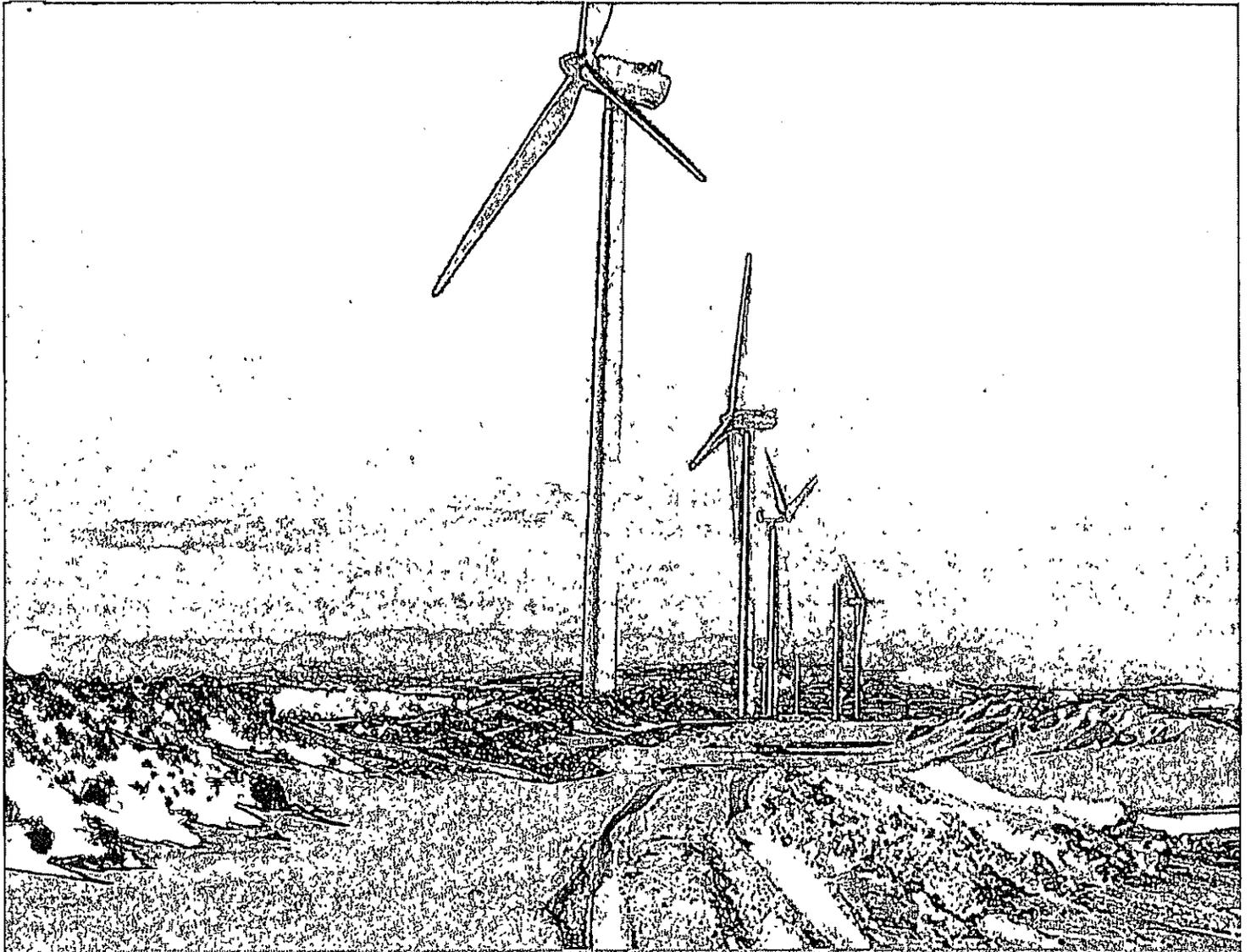
EMESA is a company specialised in the engineering, manufacture and assembly of special metallic structures, with extensive experience in the renewable energies sector, manufacture of wind turbine towers, components for the solar energy industry and biofuel plants. We are a market leader at international level thanks to our capacity to develop highly complex engineering projects and solutions, guaranteeing optimum levels of competitiveness, quality and customer satisfaction.

Installations



EMESA has its headquarters and manufacturing plant in the Coirós Business Park, just 30 kilometres from the high capacity ports of A Coruña and Ferrol. Its modern installations, opened in 2004, cover a total of 32,000 square metres, on a site covering 109,000 square metres. Our excellent communications with the A-6 and AP-9 motorways facilitate the transportation of large structures.





 BUSINESS LINES

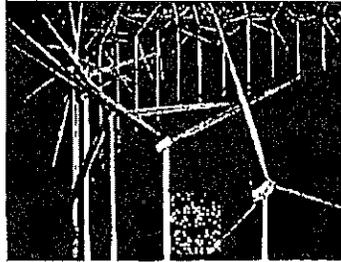
02

021

Special metallic structures

We participate in the development of projects in areas such as:

- Special structures (airports, high-speed train stations, congress centres, hotels)
- Public works (bridges, high-speed train viaducts)
- Industrial plants (biofuels, steelworks)



022

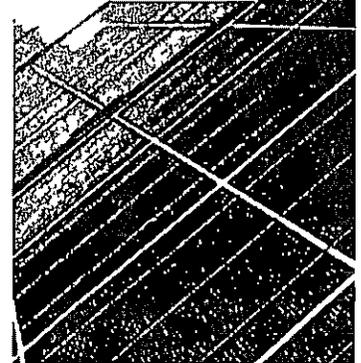
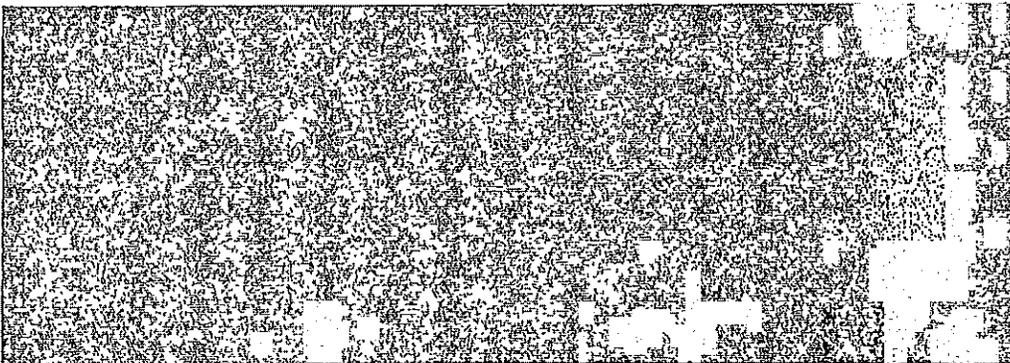
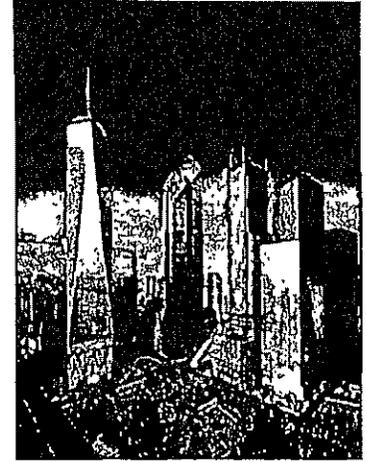
Renewable energies

We have a high level of technical expertise and a proven track record in the development of solutions for the renewable energies sector

We were the first company in Spain to build wind turbine towers for the country's first experimental wind farm.

We work alongside the most important companies operating in the wind power sector, and aim to have a major presence in the future expansion of the offshore market.

We also participate in the development of solutions for the installation of sun-tracking dishes.



03/1

The perspective of a market leader

Being a reference at international level in terms of quality and service in the renewable energies sector, and a leader in providing solutions for special structures, forms a major part of our philosophy. Our mission is to obtain the highest levels of quality, integrity and competitiveness, guaranteeing a safe working environment and contributing towards the progress and development of society.

EMESA's leadership is based on growth, productivity, flexibility and the quest for innovation as a competitive advantage, with a management model based on the principles of sustainable development, seeking a balance between economic growth, personal development and environment conservation

03/2

The challenge of excellence

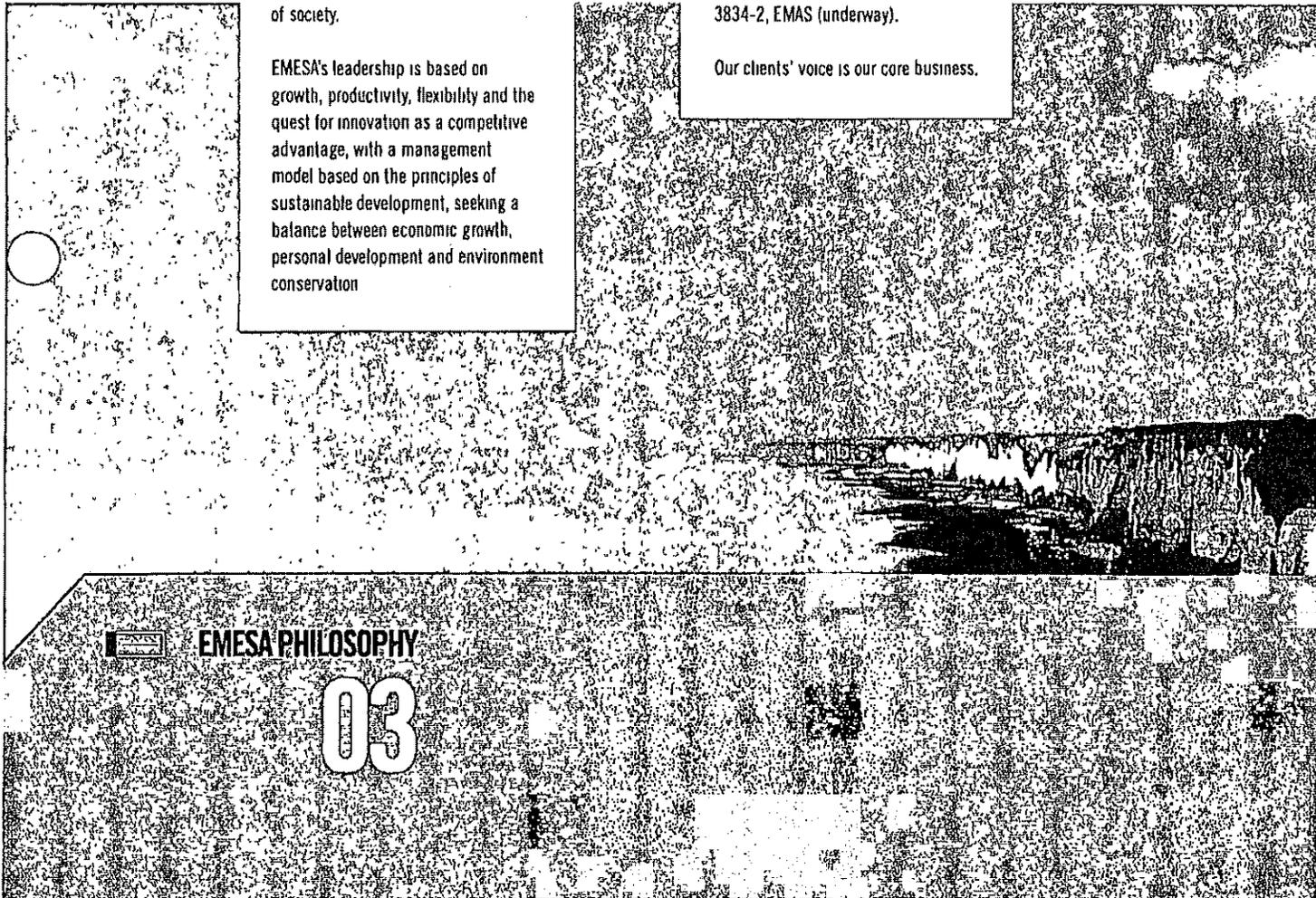
Our work is focused on achieving the highest possible levels of quality, constantly improving and adapting to change. We are implementing modern control systems, and have been awarded the corresponding certification in the areas of quality control, safety and environmental protection that endorse our commitment in these areas: ISO 9001, ISO 14001, OSHAS 18001, EN-ISO 3834-2, EMAS (underway).

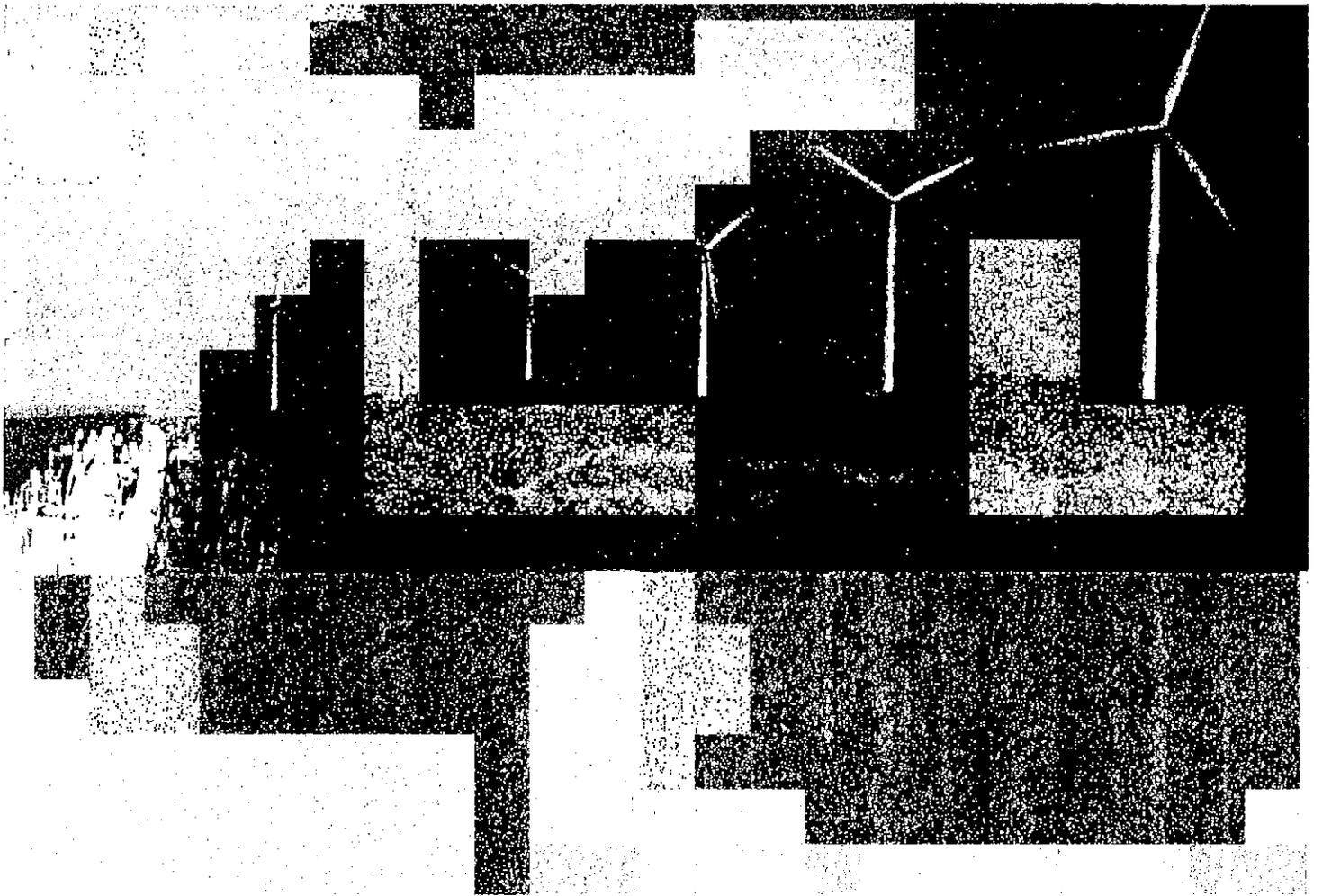
Our clients' voice is our core business.



EMESA PHILOSOPHY

03



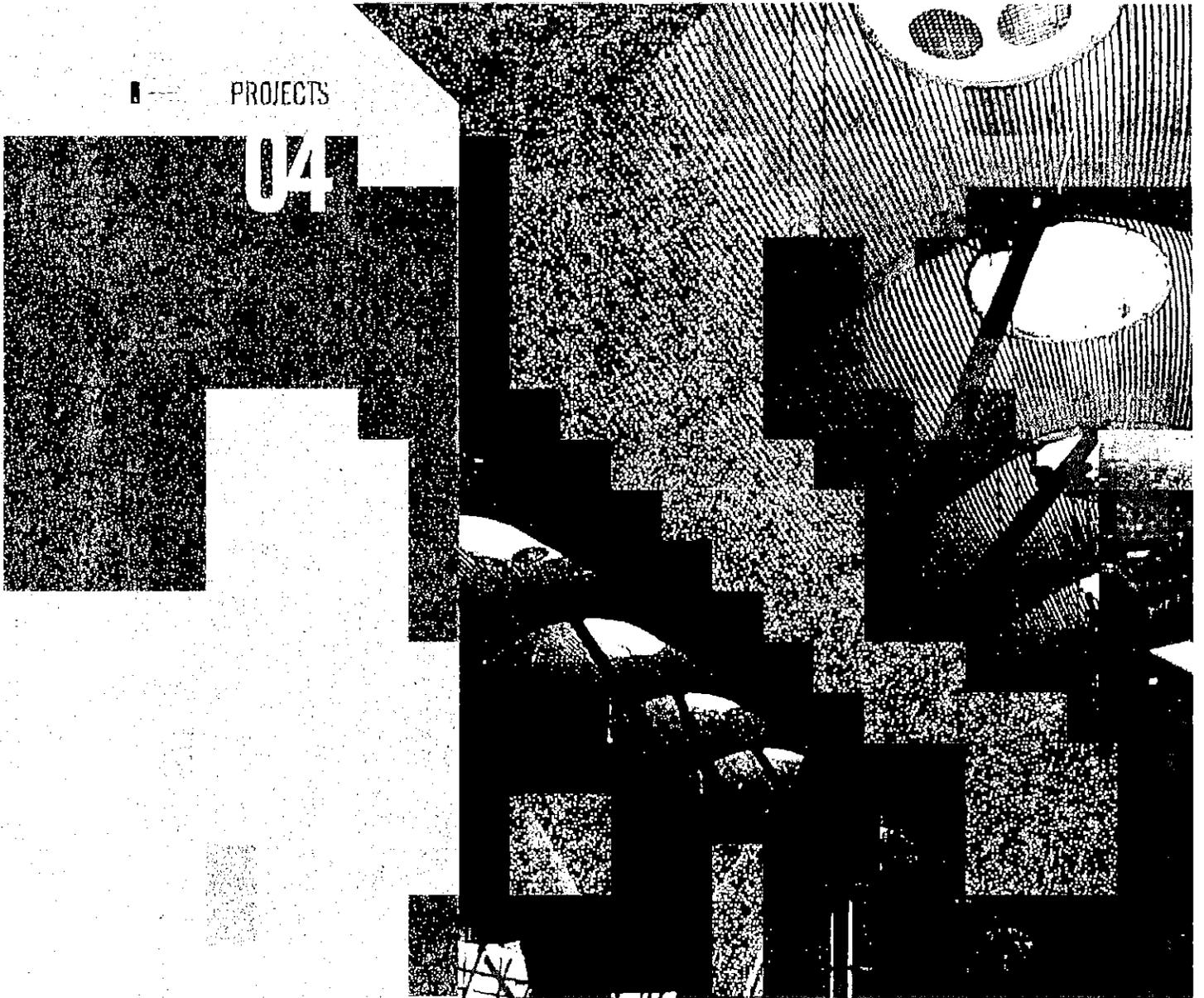




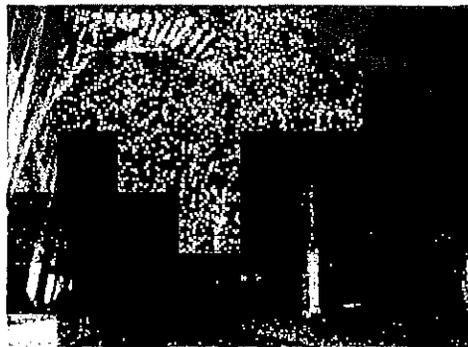
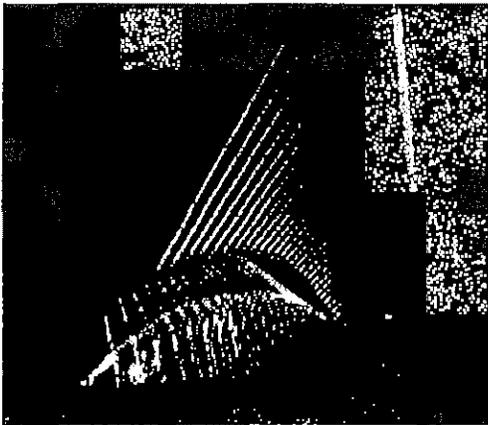
T-4 PASSENGER TERMINAL. MADRID-BARAJAS AIRPORT
RICHARD ROGERS . 2002

PROJECTS

04



INTERMODAL STATION, LISBON (PORTUGAL)
SANTIAGO CALATRAVA, 1998

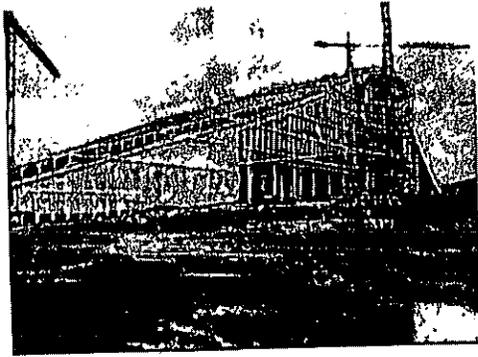


BRIDGE OVER THE ESTUARY OF VIGO IN RANDE (PONTEVEDRA)
1977

INTERMODAL STATION OF THE WORLD TRADE CENTER
(NEW YORK)
SANTIAGO CALATRAVA



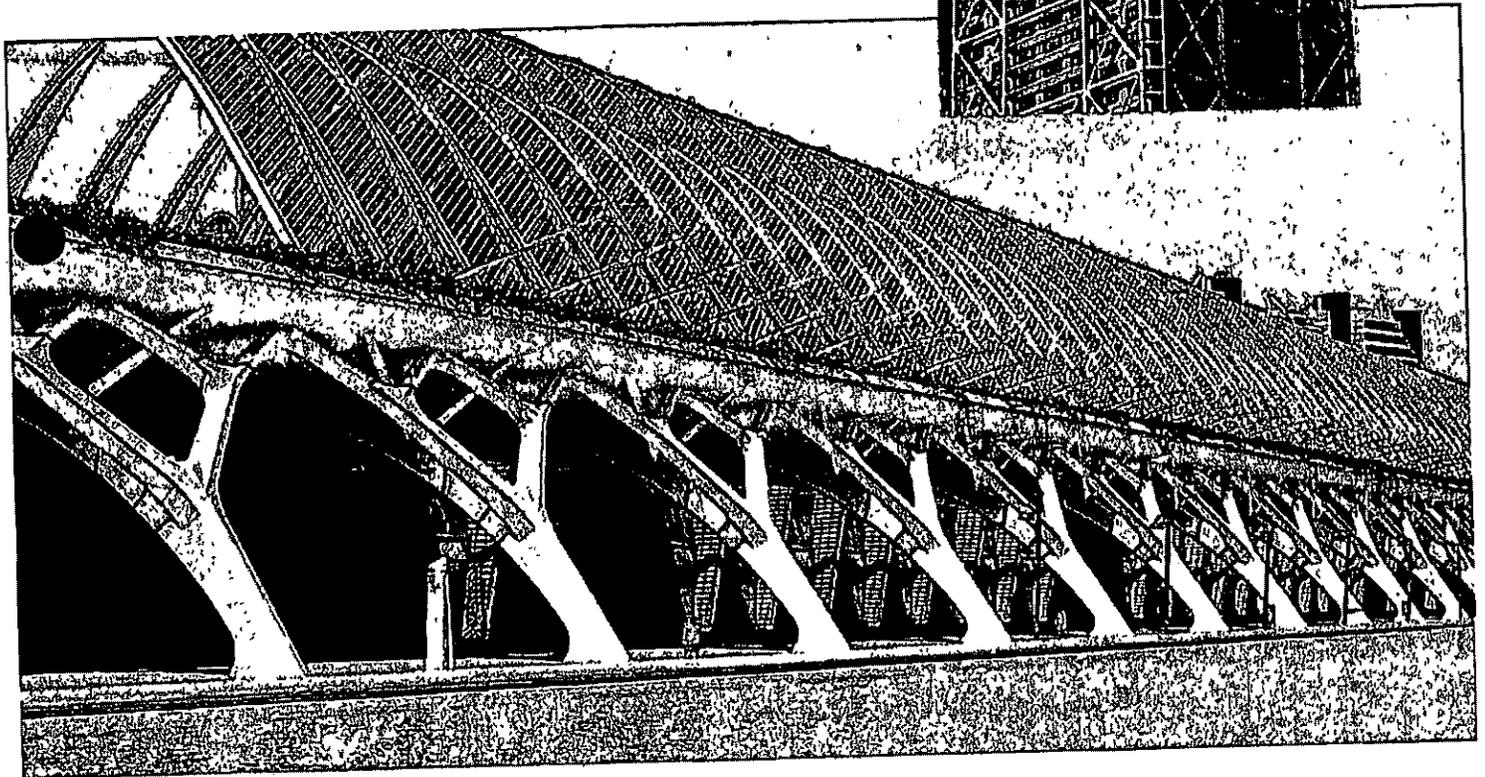
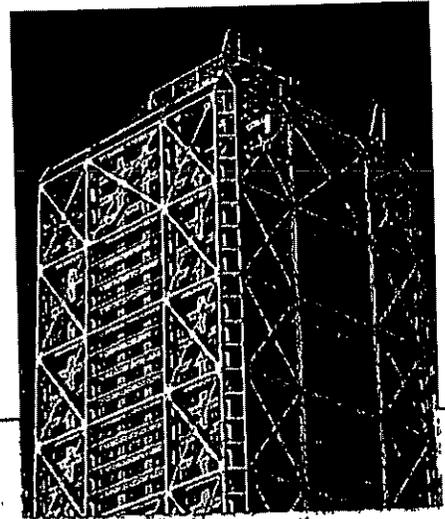
TGV STATION IN LIEGE (BELGIUM)
SANTIAGO CALATRAVA, 2007



MUSEUM OF HISTORY
(CITY OF CULTURE - SANTIAGO DE COMPOSTELA)
PETER EISENMAN 2003

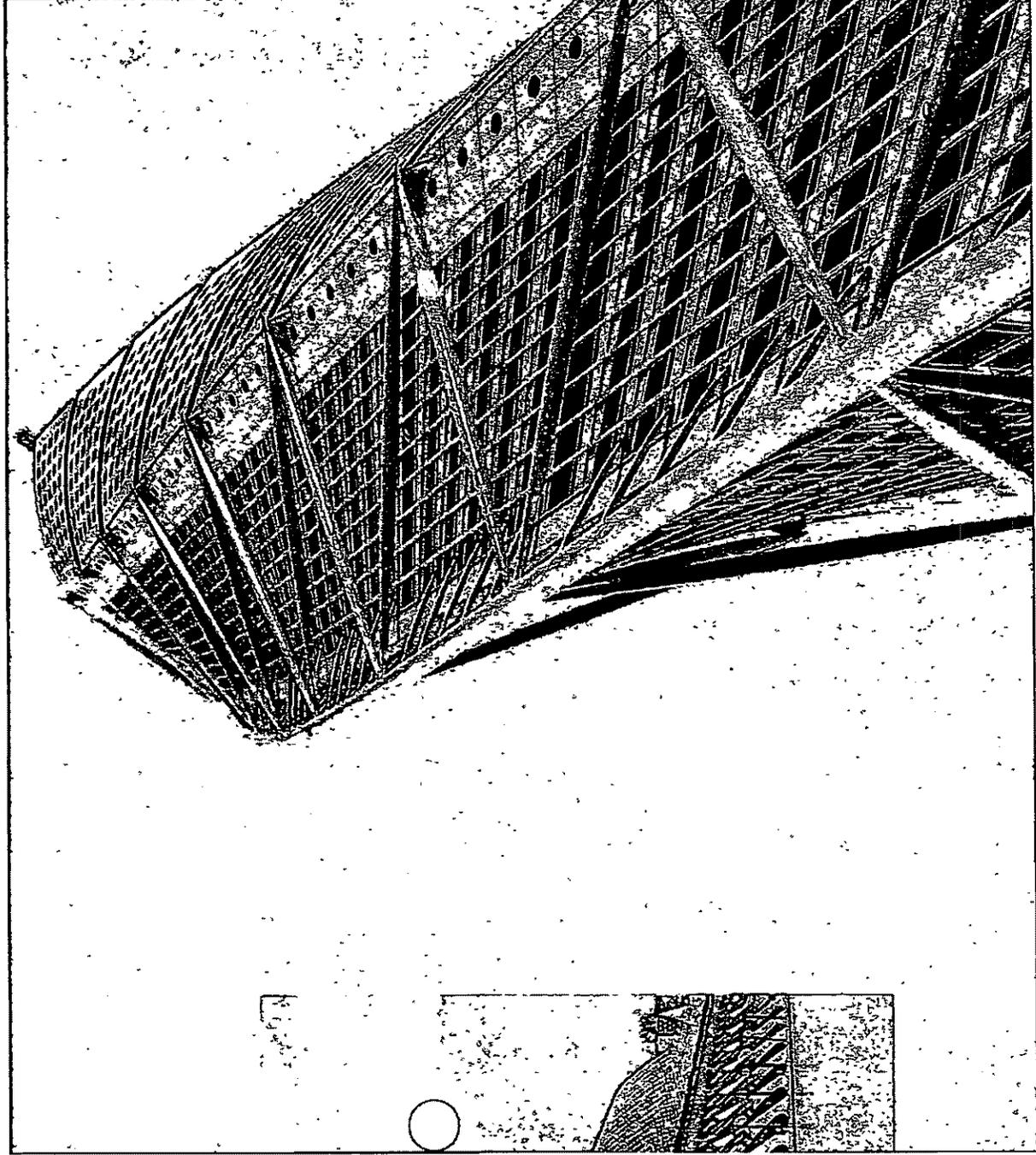


HOTEL ARTS (BARCELONA)
BRUCE GRAHAM 1990



CITY OF ARTS AND SCIENCES (VALENCIA)
SANTIAGO CALATRAVA 2003

TURNING TORSO TOWER (MALMÖ, SUECIA)
SANTIAGO CALATRAVA 2004





emesa

Parque empresarial de Coirós, Parcela 9
15316 COIROÓS (A Coruña)

SPAIN

Tel +34 902 283 499 | +34 902 171 000

Fax: +34 902 283 344 | +34 902 171 001

Videoconference +34 981 084 200

www.emesa.net



COMPOSITE
TECHNOLOGIES

T. 631-680-0662

4062 Grumman Boulevard – Building 81
Calverton, New York 11933

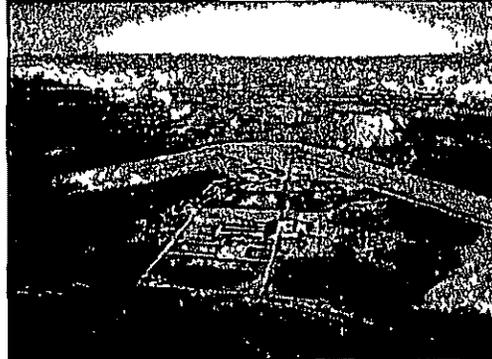
**Subject: QUALIFICATION OF INTUMESCENT FIRE RESISTANT COATING
SUBCONTRACTOR/TEAM MEMBER**

Project: WOTC-GC1-2-KNO186-020-STATION HALL STRUCTURE TO GRADE

Composite Technologies, Calverton, NY is the specialty subcontractor that will furnish and install the shop and field applied International Paint Interchar 212 Intumescent Fire Resistant Coating for this World Trade Center Station project. If you wish to know more about us please visit

www.composite-technologies.com

Experience: CT is one of the nation's leading fire protection, composite materials & construction companies, specializing in research, development, design, fabrication, and delivery fire protective solutions for commercial, industrial, and government customers. CT's base of operations is a 40-acre parcel of the former Naval Weapons testing Center in Calverton, NY (shown in photo above) with a 300,000-square-foot production facility that can be configured to meet nearly any demand for fire resistant shop coatings. CT can shop install the fire resistant coatings at the steel fabricators plants through out the world, at staging and shake out yards in the NY/NJ METRO area and at their facility on Long Island or in the field.



2.30 PREQUALIFICATION FORMS ARE ATTACHED:

2.5 BONDING CAPACITY:

The bond agency for CT is:
ALLIED NORTH AMERICA
390 N. Broadway
Jericho, NY 11753-2110
(516) 733-9224

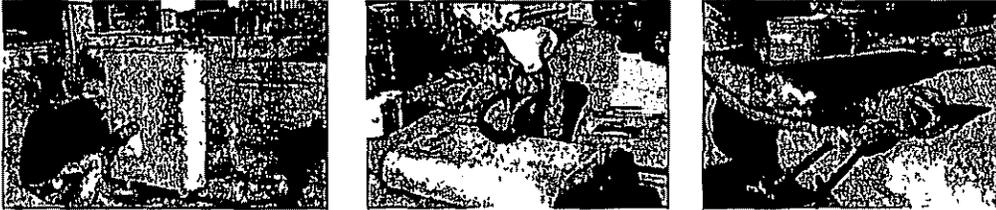
CT Bonding Company: ARCH: Bonding capacity – eight figures

2.6 TECHNICAL QUALIFICATIONS AND CERTIFICATIONS:

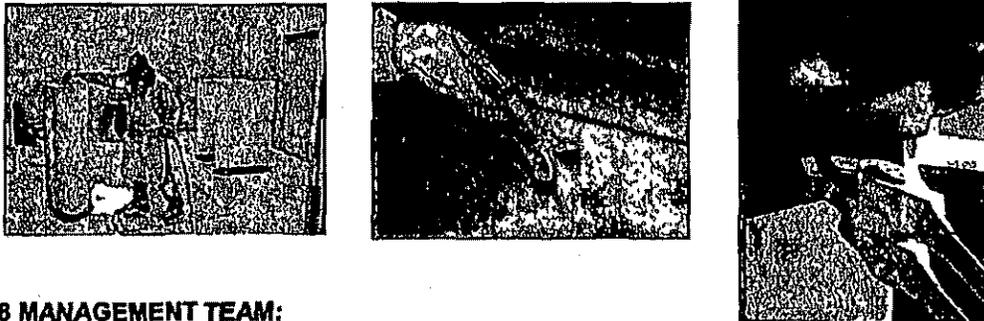
CT is a certified applicators of International Paint Interchar 212 Intumescent Fire Resistant Coatings

2.7 SIMILAR TYPES OF WORK COMPLETED AND REFERENCE LIST:

We have worked on the Fire resistant coating of the New York Times building and have prepared mock up's for the World Trade Center Path Station columns. The photos



below show the WTC Station columns under construction at our facility in Calverton, Long Island, New York as well as the Frog Eye connection at the New York Times building.



2.8 MANAGEMENT TEAM:

William G. Higbie – Program Management 20 plus years in fireproofing industry 631 774-2184 WHIGBIE@AOL.COM

2.9 SHOP STAFF, AVERAGE SHIFTS, BACKLOG:

CT's staff is available to install the fire resistant coatings at the steel fabricators plants through out the world, at staging and shake out yards in the NY/NJ METRO area at their facility on Long Island and in the field. Backlog \$3,000,000

2.10 QUALITY ASSURANCE, QUALITY CONTROL, QUALITY MANAGEMENT:

See attached quality assurance outline and inspection plan essentials. A job specific plan will be prepared for this project and will incorporate the existing Phoenix plan language where applicable.

2.11 SAFETY MANAGEMENT AND RECORDS:

See enclosed Safety Plan table of contents from our Safety Plan. A job specific plan will be prepared for this project and will incorporate the existing Phoenix plan language where applicable.

QUALITY ASSURANCE

Our quality assurance program starts with the initial request for bid documents for a particular job. Relevant paper works (i.e. transmittals, logs, etc.), filing system, pre-qualification and estimates precede a pre-construction stage. The program guides us in the preparation of checklists, log on documents, daily reports, inspections, procedures for non-conformance and table of organization (see specific QA/QC manual)

The assurance program extends to the pre-construction stage, which consists but not limited of the following:

1. Double-checking of contract documents (specifications, drawings, legal aspects, governing laws; regulations and limitations).
2. Bonding and Surety preparation
3. Pre-job submittals
 - a. Engineering Design
 - i.) Containment
 - ii.) Scaffolds
 - iii.) Platforms
 - iv.) Concept Drawings
 - b. Lead, Health and Safety Plan
 - c. QA/QC Plan (if mandatory)
 - d. Inspection Plan (if Mandatory)
 - e. Surface Preparation Procedure
 - f. Painting Procedure
 - g. Product Catalog Cuts (Data and M.S.D.S. sheets)
 - h. Equipment Catalog Cuts
 - i. CPM Schedule
 - j. Worker Hiring
 - k. Employee Medical Tests

Following the pre-construction stage and prior to procurement, a pre-job meeting will be arranged with all project participants. A review will be made on the scope of works, time frame, multi-contractor coordination, resources, job implementation and hazard assessment.

Project activities will also be discussed and will not be necessary limited to the following:

1. Safety
 - a. Safety Meetings
 - b. Personnel Protective equipment
 - c. Safety Checklist
 - d. Safety Training and Orientation of Employees
 - e. Accident and Spill Prevention
 - f. Respirator Fit Test
2. Quality Control
 - a. Inspection Plan
 - b. Instrument Calibration

- c. Inspection Report
- d. Atmospheric Condition
- 3. Rigging
- 4. Containment
- 5. Surface Preparation
- 6. Maintenance and Deployment of Equipment
- 7. Maintenance Painting
- 8. Waste Handling, Transporting and Disposal
- 9. Project Administration and Security
- 10. Record Keeping and Reporting
- 11. Punch Listing
- 12. Mobilization and Demobilization
- 13. Environmental Protection
- 14. Communication
- 15. Exposure Monitoring
- 16. Pre-job Soil Sampling
- 17. Decontamination
- 18. Job Audits
- 19. Job Monitoring
 - a. Physical Accomplishment
 - b. Costing
- 20. Staff Meeting
- 21. Weather Monitoring
 - a. Daily Forecast
- 22. Maintenance and Protection of Traffic

INSPECTION PLAN ESSENTIALS

An inspection plan will assure and help our QA/QC Officer achieve a level of control on the quality of painting. If it is not mandatory, our officer will prepare his own inspection plan based on the plan, specification and manufacturer's product recommendations.

The information that will be included in a jobsite inspection plan will vary depending on the material being applied and the Type and nature of the work. Inspection points will be pre-determined and should be basic for most work.

Inspection Points:

1. Prior to the start of work
2. Immediately following the surface preparation
3. Immediately prior to the coating or lining application
4. Following the application of each coat
5. Following the curing of the coating or lining
6. Final inspection and sign-off, in accordance with the project requirements

The first inspection (hold) point shall follow the pre-surface inspection, during which the identification of grease or oil deposits, metal imperfections, inaccessible areas and so forth. Dew point and surface temperature readings shall be taken just prior to allowing surface preparation to proceed.

An inspection (hold) point following the completion of surface preparation is mandatory. This will verify that the degree of cleanliness specified has been achieved according to the definition of the SSPC standard specified and that the required profile has been created.

The inspection (hold) point prior to the coating or lining application will be a repetition of the previous inspection point. This is established to make certain that the substrate has been thoroughly cleaned of blast residue and has not been recontaminated by oil, contaminants such as flash rusting, sweat marks, inspection markings and so forth. Dew Point and relative humidity readings can be conducted at this point, as well as substrate temperature.

During application, ambient conditions and wet film thickness readings shall be monitored. The applicator himself shall do his own wet film thickness readings.

An inspection (hold) point following the application of each coat is required to check the dry film thickness against that specified and to determine if each individual coat is suitable to receive the next coat. Such imperfections as overspray, pinholes, lack of adhesion, insufficient film thickness, etc., shall be corrected at this point. Drying/curing time versus temperature and humidity shall be confirmed.

An inspection (hold) point following curing of the completed coating or lining system will verify the final dry film thickness and will include a visual inspection of the coating or lining for defects. A holiday check shall be made and any imperfections noted for repair. The degree of cure can be determined either from the retained records of curing temperatures, from hardness

tests using the acceptable methods and instruments or even in some cases, by indentation with the thumbnail.

The final inspection (hold) point will verify any touch up or repair work that was found to be necessary and will be a final check for full compliance with the specifications.

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APPENDIX I OSHA LEAD STANDARD
APPENDIX J PERMIT REQUIRED CONFINED SPACE PROGRAM

LIST OF SAFETY EQUIPMENT USED

NO.	SAFETY EQUIPMENT
1	Gemtor Retracting Harness
2	Safety Harness
3	Safety Belt
4	Safety Goggle
5	Blasting Hood (Continuous Air Flow)
6	Carbon Monoxide Filter
7	Carbon Monoxide Detector
8	Airline Hose Filter
9	Safety Shields
10	Decontamination Trailer with climate control
11	Hand Wash Station with Eyewash
12	Eyewash Station
13	Hearing Protection Station
14	First Aid Station
15	Free Air Pump
16	Full Face Negative Air Pressure Respirator with assorted filters
17	Half Face Negative Air Pressure Respirator with assorted filters
18	Full Face Positive Air Pressure Respirator
19	Free Air Pump
20	Portable HEPA Vacuum Machine
21	Explosion Proof Blast Nozzle Light Fixture
22	Personnel Air Monitoring Kit
23	Lead Testing Kit
24	Waste Water Testing Kit
25	Disposable Tyvek Suit
26	Re-usable Protective Clothing
27	Respirator Fit Test Kit
28	Assorted MPT, Lead Warning Signs and Caution Tapes
29	Arrowboard
30	Attenuator Equipment
31	Traffic Barrels and Cones
32	Safety Net
33	Hard Hat
34	Ladders and Scaffolds
35	Fire Rated Tarp Material For Containment Fabric
36	Assorted Fire Extinguishers
37	Rescue Boat
38	Emergency Blast Horn
39	Portable Weather Station
40	Portable Weather Forecast Radio
41	Weather Data Network



EXHIBIT 30A - CERTIFICATE OF CURRENCY
RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK

**CERTIFICATION REGARDING CURRENCY OF INFORMATION ON PREVIOUSLY
SUBMITTED REPRESENTATIONS AND CERTIFICATIONS**

The undersigned hereby represents that it and its principles have examined the information contained within its previously submitted "Representations and Certifications" dated _____, attached hereto, and hereby certifies that said information is current, accurate, and complete as of the date this agreement No. W0TC- GC1-2 KN0130-0062 is entered.

This certification is a material representation of fact upon which reliance is being placed by Phoenix Constructors JV, the Port Authority of New York and New Jersey and the Federal Government. If it is later determined that the undersigned or prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.

The undersigned and prospective lower tier participant shall provide immediate written notice to the Contractor if at any time the undersigned or prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Executed this 3rd day of December, 2008

COMPANY NAME: DCM Erectors, Inc

By: Jeffrey S. Gannett
Signature of Authorized Official

Jeffrey S. Gannett, Vice President
Printed Name and Title of Authorized Official

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return)
DCM Erectors, Inc

Business name, if different from above

Check appropriate box: Individual/
 Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)
110 E 42nd Street, Room 1704, NY, NY 10017

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
 | | | + | | | | |

or

Employer identification number
 | 3 | 4 | 0 | 4 | 8 | 3 | 1 | 7 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **12/3/2008**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases.

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3876).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



EXHIBIT 30A - REPRESENTATIONS AND CERTIFICATIONS
Please Make Copies and Complete for Yourself and All Lower Tier Subcontractors

The Proposer identified below certifies to the following facts. The full text of the representations and certifications made below (and referenced to the right of each statement) is available in the Federal Acquisition Regulations (FAR) or can be supplied by Phoenix Constructors JV.

Check each block that applies:

- | | | REFERENCE |
|-----|---|------------|
| 1. | The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its principals:
<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any federal agency; and | 49 CFR 29 |
| | For contracts expected to equal or exceed \$25,000, the Proposer further certifies, to the best of its knowledge and belief, that the Proposer and/or any of its principals <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any federal agency as represented in the signed Exhibit #3 | EXHIBIT #3 |
| 2. | The Proposer certifies it <input type="checkbox"/> HAS <input checked="" type="checkbox"/> HAS NOT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses. The Proposer further represents it is in complete compliance with the terms of Exhibit #1. | EXHIBIT #1 |
| 3. | The Proposer <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT a women-owned business certified by the Authority.
The Proposer <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT a minority-owned business certified by the Authority. | 13 CFR 124 |
| 4. | <input type="checkbox"/> Proposer has an accounting system approved by an agency of the Federal Government.
Date accounting period ends: | |
| 5. | <input type="checkbox"/> Proposer has approved forward pricing rates. | |
| 6. | <input type="checkbox"/> Proposer has an approved Disclosure Statement. Date: _____
Proposer's Administrative Contracting Officer (ACO): Name. _____
Address: _____ Phone Number: _____ | |
| 7. | <input checked="" type="checkbox"/> Proposer maintains a corporate quality assurance program and executes all projects/orders in accordance with this program | |
| 8. | <input type="checkbox"/> ISO 9001 Certified. | |
| 9. | <input checked="" type="checkbox"/> Signer is authorized to represent the business making this offer (Proposer) in all matters related to pricing, terms and conditions, conduct of business, and buyer-seller relationships between Proposer and the Buyer. | |
| 10. | <input checked="" type="checkbox"/> Prices offered have been arrived at independently, without consultation, communication, agreement, or condition that relates to the proposal by any other Proposer or competitor. The Proposer has not, and will not, disclose offered prices to any other Proposer or competitor prior to award of a resulting Contract or Purchase Order, or cancellation of this solicitation. The Proposer has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this solicitation. Proposer warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services. The Proposer further represents it is in complete compliance with the terms of Exhibit #2. | EXHIBIT #2 |
| 11. | <input checked="" type="checkbox"/> For all Contracts expected to equal or exceed \$100,000 in value, the Proposer is required to complete and sign Exhibit 4, Certificate Regarding Lobbying Pursuant to 31 U.S.C. 1352, and if applicable, Exhibit 4, Standard Form (SF) LLL - Disclosure of Lobbying Activities Pursuant to 31 U.S.C. 1352 | EXHIBIT #4 |
| 12. | <input checked="" type="checkbox"/> No person or company, other than Proposer's employee(s) or affiliate firms, has/have been paid to solicit or obtain this Contract or Purchase Order nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of this solicitation. | |
| 13. | Proposer provides <input checked="" type="checkbox"/> Goods <input checked="" type="checkbox"/> Services Employer/Tax I.D No. (Ex. 1) _____ | |
| 14. | Complete one of the following responses:
<input checked="" type="checkbox"/> Proposer is not subject to backup withholding per Sec 3406(a)(1)(c) Internal Revenue Code
<input type="checkbox"/> Proposer is subject to backup withholding; social security number(s) is. _____ | |
| | Proposer is
<input type="checkbox"/> An Individual <input type="checkbox"/> A Joint Venture <input type="checkbox"/> A Nonprofit Corporation
<input type="checkbox"/> A Partnership <input type="checkbox"/> A Foreign Citizen <input type="checkbox"/> A State or Local Government Agency
<input type="checkbox"/> U.S Government Agency <input checked="" type="checkbox"/> A Corporation Incorporated in the State of <u>New York</u> | |



EXHIBIT 30A - REPRESENTATIONS AND CERTIFICATIONS
Please Make Copies and Complete for Yourself and All Lower Tier Subcontractors

CERTIFICATE REGARDING DEBARMENT

Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the entities comprising the Proposer, their principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Port Authority of New York and New Jersey. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Port Authority of New York and New Jersey, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company LEGAL Name: DCM Erectors, Inc

Dun & Bradstreet Number: _____

Ordering Address: 110 E 42nd Street, Room 1704

P.O. Box: _____ City: New York

State: New York Zip: 10017

Phone: 212-599-1603 Fax: 212-599-1615

Company Principal, Larry W Davis Title: President

Parent Company Name: _____

Dun & Bradstreet Number: _____

Ordering Address: _____

P O Box _____ City: _____

State: _____ Zip: _____

Phone _____ Fax: _____

Company Principal: _____ Title: _____

I certify that the information provided on this form and the attachments/exhibits there to is accurate and true to the best of my knowledge, and any changed conditions shall be reported promptly to Phoenix Constructors JV.

These certification statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent certification may render Proposer subject to prosecution Section 1001, Title 18, United States Code(U.S.C.). The Buyer may withhold an award based on any negative responses to the certifications above and/or Proposers' failure to adequately describe the conditions of the response. Proposer agrees that the certifications and conditions provided herein are a material and binding part of, and are hereby incorporated by reference into, any resulting contract unless specifically excluded in the Contract or Purchase Order

Jeffrey S. Gannett, Vice President
Printed Name

Jeffrey S Gannett
Signature

DCM Erectors, Inc
Company

12-03-2008
Date

EXHIBIT #1

CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, SUSPENSION, DEBARMENT, DISQUALIFICATION, PREQUALIFICATION DENIAL OR TERMINATION, ETC; DISCLOSURE OF OTHER REQUIRED INFORMATION.

By proposing on this Contract, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that the proposer and each parent and/or affiliate of the proposer has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal; (f) been denied a contract by any governmental agency for failure to provide the required security, including proposal, payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency including an inspector general of a governmental agency of public authority; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff or equipment with any business entity.

Under certain circumstances the successful Proposer may be required as a condition of this contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent monitor to be selected by the Authority. Said monitor shall be charged with, among other things, auditing the actions of the successful Proposer to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to do business with the Authority.

The foregoing certification as to "(a)" through "(k)" shall be deemed to have been made by the proposer as follows: if the proposer is a corporation, such certification shall be deemed to have been made not only with respect to the proposer itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%; if the proposer is a partnership, such certification shall be deemed to have been made not only with respect to the proposer itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate proposer, shall be deemed to have been authorized by the Board of Directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the signed proposal a signed statement which sets forth in detail the reasons therefore. If the proposer is uncertain as to whether or not it can make the foregoing certification, it shall so indicate in a signed statement furnished with its proposal, setting forth an explanation for its uncertainty.

Notwithstanding that the certification may be an accurate representation of the proposer's status with respect to the enumerated circumstances provided for in this clause as requiring disclosure at the time that the proposal is submitted, the proposer agrees to immediately notify the Authority in writing of any change in circumstances during the period of irrevocability, or any extension thereof.

The foregoing certification or signed statement shall be deemed to have been made by the proposer with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in awarding this Contract. In the event that the Authority determines at any time prior or subsequent to the award of the Contract that the proposer has falsely certified as to any material item in the foregoing certification; willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect; or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, the Authority may determine that the proposer is not a responsible proposer with respect to its proposal on this Contract or with respect to future proposals and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of Authority". In addition, proposers are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.) Proposers are also advised that the inability to make such certification will not in and of itself disqualify a proposer, and that in each instance the Authority will evaluate the reasons therefore provided by the proposer.

As used in this clause, the following terms shall mean:

- Affiliate – An entity in which the parent of the proposer owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the proposer also owns more than fifty percent of the voting stock.

- Agency or Governmental Agency – Any federal, state, city or other local agency, including departments, offices, quasi-public agencies, public authorities and corporations, boards or education and higher education, public development corporations, local development corporations and others.
- Employer Identification Number – The tax identification number assigned to firms by the federal government for tax purposes.
- Investigation – Any inquiries made by any federal, state or local criminal prosecuting or investigative agency, including an inspector general or a governmental agency or public authority, and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil governmental agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or federal, state and local inquiries into tax returns.
- Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the proposer by whatever titles known.
- Parent – An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the proposer.
- Space Sharing – Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.
- Staff Sharing – Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the proposer and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more other business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the proposer or if such services are provided on an alternating or interchangeable basis between the proposer and the other business(es) or not-for-profit organization(s). “The services of an employee” should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial and driving.

- ***Equipment Sharing*** – Equipment shall be considered to be shared whenever the proposer shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles, and construction equipment. Equipment shall not be considered to be shared under the following circumstances: when, although the equipment is owned by another business or not-for-profit organization, the proposer has entered into a formal lease for the use of the equipment and exercises exclusive use of the equipment; or when the proposer owns equipment that it has formally leased to another business or not-for-profit organization, and for the duration of such lease the proposer has relinquished all right to the use of such leased equipment.

EXHIBIT #2

NON-COLLUSIVE PROPOSING AND CODE OF ETHICS CERTIFICATION; CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT FEE OR OTHER FEE.

By proposing on this Contract, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that: (a) the prices in its proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; (b) the prices quoted in its proposal have not been and will not be knowingly disclosed, directly or indirectly, by the proposer prior to the official opening of such proposal to any other proposer or to any competitor; (c) no attempt has been made and none will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition; (d) this organization has not made any offers or agreements, or given or agreed to give anything of value (see definition of "anything of value" appearing in the clause of the Form of Contract entitled "No Gifts, Gratuities, Offers of Employment, etc.") or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Questions by Proposers"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; (e) no person or selling agency, other than a bona fide employee or a bona fide established commercial or selling agency maintained by the proposer for the purpose of securing business, has been employed or retained by the proposer to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency; the proposer has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certification as to "(a)", "(b)", "(c)", "(d)" and "(e)" shall be deemed to have been made not only with respect to the proposer itself, but also with respect to each parent, affiliate, director and officer of the proposer, as well as, to the best of certifier's knowledge and belief, each stockholder of the proposer with an ownership interest in excess of 10%; if the proposer is a partnership, such certification shall be deemed to have been made not only with respect to the proposer itself, but also with respect to each partner.

Moreover, the foregoing certification, if made by a corporate proposer, shall be deemed to have been authorized by the Board of Directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the signed proposal a signed statement which sets forth in detail the reasons therefore. If the proposer is uncertain as to whether or not it can make the foregoing certification, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement, an explanation for its uncertainty.

Notwithstanding that the proposer may be able to make the foregoing certification at the time the proposal is submitted, the proposer shall immediately notify the Authority in writing during the period of irrevocability or proposals on this Contract or any extension of such period, or any change of circumstances which might under this clause make it unable to make the foregoing certification or required disclosure.

The foregoing certification or signed statement shall be deemed to have been made by the proposer with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in awarding this Contract. In the event that the Authority determines at any time prior or subsequent to the award of the Contract that the proposer has falsely certified as to any material item in the foregoing certification; willfully or fraudulently submitted any signed statement which is false in any material respect; or has not completely and accurately represented its status with respect to the circumstance with respect to any item in the foregoing certification required to be disclosed, the Authority may determine that the proposer is not a responsible proposer with respect to its proposal on this Contract or with respect to future bids on Authority contracts and may, in addition exercising any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of Authority". In addition, proposers are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.) Proposers are also advised that the inability to make such certification will not in and of itself disqualify a proposer, and that in each instance the Authority will evaluate the reasons therefore provided by the proposer.

Under certain circumstances the successful Proposer may be required as a condition of this contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent monitor to be selected by the Authority. Said monitor shall be charged with, among other things, auditing the actions of the successful Proposer to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to do business with the Authority.

EXHIBIT #3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS PURSUANT TO FTA CIRCULAR 2015.1

NA

1. The prospective lower tier participant, _____, certifies, by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall provide immediate written notice to the Authority (and the Contractor, if applicable) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Executed this _____ day of _____, 2007

By:

Signature of Authorized Official

Official Name and Title of Authorized Official

**INSTRUCTIONS FOR COMPLETION OF CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the signed certification set out on the previous page.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Authority if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. The Proposer may contact the Procurement Representative for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under sub-paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, the Authority may pursue available remedies including suspension and/or debarment.

EXHIBIT #4

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. § 1352

The undersigned Jeffrey S. Giannetti
(name of authorized officer)

certifies, to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying, Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by, 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.

Note: Pursuant to 31, U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification of disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Executed this 3rd day of December, 2008

By: Jeffrey S. Crannett
Signature of Authorized Official

Jeffrey S. Crannett, Vice President
Official Name and Title of Authorized Official

STANDARD FORM LLL – DISCLOSURE OF LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan assistance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post award

N/A

3. Report Type:

- a. initial filing
- b. material change

For Material Change Only:
year quarter

date of last report

4. Name and Address of Reporting Entity:

- Prime Subawardee
- Tier ____, if known:
- Congressional District, ____ if known:

5. If Reporting Entity in No.4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, ____ if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:
CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:
\$

10. a. Name and Address of Lobbying Registrant
(if individual, last name, first name, MI):

b. Individuals Performing Services (including
address if different from No. 10a)
(last name, first name, MI):

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone No. _____

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code. Of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If know, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C., 20503



**EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
RESOURCE QUESTIONNAIRE**

**SUBCONTRACTOR SURVEY AND RESOURCE QUESTIONNAIRE FOR WORLD
TRADE CENTER TRANSPORTATION HUB PROJECT**

Phoenix Constructors JV has been awarded the World Trade Center Transportation Hub Project. Phoenix Constructors JV will contract with third parties for the construction of this Project. The purpose of this Questionnaire is to determine your interest in participating in this Project, and to evaluate your capabilities.

This Questionnaire is used to establish general information on your company's overall capabilities and background.

If you are interested in participating in this work, please answer all questions in the attached Questionnaire and return it to the address below. Please also submit copies of any brochures or other bound material that supports your responses.

Your information will be reviewed by Phoenix Constructors JV and will undergo a screening process by the Port Authority of New York and New Jersey (PANYNJ). Final approval of your company rests solely with the PANYNJ. After approval, your company information will be stored in the Phoenix Constructors JV Subcontractor-Vendor database. Please be informed that continued background screening will be an ongoing process of all firms throughout the term of the WTC project and that your company will be required to certify to the currency of information immediately prior to any award of work.

Issuance of this Questionnaire and your submittal of a response do not constitute a commitment on the part of Phoenix Constructors JV to request you to bid/proposal on this Project.

Please return original Questionnaires marked "Pre-Qualification Package" to:

Phoenix Constructors JV
115 Broadway, 18th Floor
New York, NY 10006
Tel: 212-616-5800
Fax: 212-566-2350



**EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
RESOURCE QUESTIONNAIRE**

PART I: SUBCONTRACTOR SURVEY QUESTIONNAIRE

PLEASE COMPLETE AND RETURN THE FOLLOWING QUESTIONNAIRE. THIS INFORMATION WILL ASSIST US IN ACCURATELY IDENTIFYING THE TYPE OF WORK YOU PERFORM. ALL INFORMATION SUBMITTED WILL BE CONSIDERED CONFIDENTIAL AND HANDLED ACCORDINGLY.

GENERAL			
NAME OF BUSINESS DCM Erectors, Inc		STREET ADDRESS 110 E 42nd, Room 1704	
		CITY, STATE, ZIP CODE New York, NY 10017	
PREVIOUS BUSINESS NAMES		TELEPHONE 212-544-1603	FAX 212-544-1615
SEND INQUIRIES TO* (Name and Address)		EMPLOYER IDENTIFICATION NUMBER (EIN) or TAX ID NUMBER (Ex. 1)	
OTHER OFFICES: ATTACH LIST OF SALES OFFICES, REPRESENTATIVES, AGENTS OR CONTACTS THAT MAY ACT FOR YOUR COMPANY, INCLUDING NAMES, ADDRESSES AND TELEPHONE NUMBERS			
LICENSE			
NUMBER	STATE	TYPE OF WORK LICENSED FOR	
ORGANIZATION			
SOLE PROPRIETORSHIP	PARTNERSHIP	CORPORATION <input checked="" type="checkbox"/>	DATE FOUNDED 3/1999
			UNDER PRESENT MGMT SINCE 3/1999
NAMES OF CLIENT(S)		NET WORTH	
NAMES AND TITLES OF OFFICERS L Davis, President Jeff Gonnert, VP secretary,		SB/SDB/WOB <input type="checkbox"/> YES <input type="checkbox"/> NO	
ANNUAL DOLLAR VOLUME WITH PHOENIX CONSTRUCTORS JV FOR THE LAST 3 YEARS (Provide value per year in the boxes provided below - Box 1 should be most recent) TOTAL		SIC CODE	
1	2	3	Most Recent Year Worked with Phoenix
PREFERRED JOB COST RANGE			
MINIMUM		MAXIMUM	
BANKING REFERENCES Chase Manhattan			
BONDING REFERENCES		BONDING LIMIT	
ATTACH ANNUAL REPORT AND/OR FINANCIAL STATEMENT			
PROPOSAL INTEREST			
TYPE OF WORK Structural Steel, Metal Deck, Precast, Curtainwall			
STATES AND/OR COUNTRIES 5 Boroughs			
TYPES OF WORK USUALLY SUBCONTRACTED TO OTHERS Touch up Paint			
LABOR RELATIONS (SHOP & FIELD)			
<input checked="" type="checkbox"/> UNION CONTRACTOR		<input type="checkbox"/> NON-UNION CONTRACTOR	
TRADES WITH WHOM YOU HAVE AGREEMENTS	EXPIRATION DATE	TRADES WITH WHOM YOU HAVE AGREEMENTS	EXPIRATION DATE
1 Ironworkers			
2 Operating Engineers			
PRODUCTS			
LIST MANUFACTURERS FOR WHOM YOU ARE A LICENSED DISTRIBUTOR			
1	3	5	
2	4	6	
COMPLETE IF APPLICABLE			
LOCATION OF FABRICATION SHOPS South Plainfield, NJ, Barrie, ON (CANADA)			
NAMES AND ADDRESSES OF OUTSIDE DETAILERS USED Innovative, Dowco, Mountain, Protheus			
INDICATE APPROVAL FOR CODE WORK (API, ASME, NEMA, ANSI, ETC) AISC			
WORK HISTORY			
USING FORM W1TC 430 F0145B, PLEASE PROVIDE A BRIEF RESUME OF IMPORTANT JOBS COMPLETED BY YOUR FIRM WITHIN THE LAST THREE YEARS ALSO ATTACH BROCHURE IF AVAILABLE PRIOR JOBS WITH OUR FIRM MUST BE LISTED			
COMMENTS			RETURN QUESTIONNAIRE TO
QUESTIONNAIRE COMPLETED BY	TITLE	DATE	



**EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
RESOURCE QUESTIONNAIRE**

PART II: RESUME OF WORK PERFORMED

Owner and/or Client (Include Name of Representative and Telephone Number)	Value of Contract	Prime or Subcontract (List General Contractor, Contract and Telephone Number)	Type of Work Performed	Location of Job	Year Completed



EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
RESOURCE QUESTIONNAIRE

PART III: PRINCIPAL INFORMATION

Please provide the following information for the ten most senior principals of your company.

Name	Title	Date of Birth	Social Security #
Larry Davis	President		Canadian
Jeff Gennett	Vice President	07/28/1949	(Ex. 1)
Robert J Mahoney, Jr	General Superintendent		
Phil Lalande			
Barry King			



EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
RESOURCE QUESTIONNAIRE

PART IV: BUSINESS AND FINANCIAL QUALIFICATIONS

A. FINANCIAL STATUS

- 1. Please attach to this questionnaire copies of your Company's financial reports or Balance Sheets and Profit and Loss Statements for the last two years.

B. EMPLOYEES

- Total Company: _____

C. CATEGORY OF WORK (Activities Company wishes to be considered)

Major Activities (specify)

- 1. Structural Steel Fabrication/Erection
- 2. Structural/Architectural Precast
- 3. Metal Deck

D. QUALIFICATIONS AND LICENSES FOR ACTIVITIES

<u>MAJOR ACTIVITY</u>	<u>QUALIFICATIONS</u>	<u>LICENSES</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Indicate Activity as per IV C.	Indicate by which Association company is recognized	Indicate License and name of issuing institute.

E. JOINT VENTURE

If Company is operating in Joint Venture

Specify: - Name of Joint Venture: _____

- Permanent / Ad Hoc (circle appropriate)

F. MANPOWER RESOURCES

Please indicate your proposed approach in respect to manpower resources

- a) By own Manpower Yes No
- b) Subcontract part of Work to others. Yes No
Some Steel Fabrication Labor



EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
RESOURCE QUESTIONNAIRE

Which portion of Work do you intend to subcontract to others?

Indicate names of potential subcontractors: *SEE List of Specialty
Shape Exposed Steel Firms*

- 1) ADF Group
- 2) Banker Steel Company LLC
- 3) Littell Steel
- 4) Greiner Industries

Please indicate if you intend to perform the Work in Joint Venture with another Company. Indicate name of potential companies.

Yes No

- 1) _____
- 2) _____

Please indicate if you intend to perform the Work as a subcontractor for a main contractor. Indicate name of potential main contractor(s).

Yes No

- 1) _____
- 2) _____

G. PERFORMANCE GUARANTEE

In the event that the successful contractor is a subsidiary of another company, we will require a full performance guarantee from that parent or holding company for work performed by the successful bidder. Please submit, if applicable, name and address of the parent or holding company willing to provide such performance guarantee.



EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
RESOURCE QUESTIONNAIRE

PART V: QUALITY ASSURANCE MEASURES

A. QUALITY ASSURANCE

- 1) Indicate Quality Standard as applied by You
 ASTM ISO 9001: 2000 Other ALSC
- 2) Is your Quality System fully documented and available in writing? Yes No
- 3) Is Your Quality System subject to independent 3rd party assessment? Yes No
i) If approved, please indicate name of 3rd Party and include a copy of the Approval certificate and Scope of Approval). ALSC
ii) If not independently approved, please include a copy of the Quality Manual
- 4) Is a Quality Control Manual implemented? Yes No



ALLIED NORTH AMERICA

America's Construction Specialist™

390 North Broadway

Jericho, New York 11753-2110

Tel: (516) 733-9200

Fax: (516) 681-7390

www.alliedna.com

December 8, 2008

Mr. Jeff Gannet
DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017

Re: DCM and Solera/DCM JV Experience Mods

Jeff,

The Solera/DCM JV Experience Modification Factor that has been promulgated for the following years as:

<u>Effective Date:</u>	<u>EMR:</u>
04/15/06	.740
04/15/07	.860
05/01/08	.910

The DCM Erectors, Inc. Experience Modification Factor that has been promulgated for the following years as:

<u>Effective Date:</u>	<u>EMR:</u>
05/22/06	1.32
05/22/07	1.05
05/22/08	.870

Please let me know if you need further assistance.

Best Regards,

Michael Morra
Senior Account Manager
Allied North America Insurance Brokerage of New York, LLC



EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
RESOURCE QUESTIONNAIRE

PART VI: U.S. CONTRACTOR AND SUBCONTRACTOR HEALTH, SAFETY AND ENVIRONMENTAL (HSE) PRE-QUALIFICATION QUESTIONNAIRE

Please provide all requested information. In general, your firm's HSE performance for the last three years will be considered in this pre-qualification evaluation with emphasis given to the most recent year's performance. Phoenix will use the following primary evaluation metrics to assess a contractor's safety record:

- Experience Modification ("EMR");
 - Provide a copy of a letter from your insurance broker or company showing your EMR (See Section 1, I)
- OSHA Inspection History;
 - Provide a copy of your OSHA Logs for the last 3 yrs. (See Section 2, I)
 - Provide printout of the your OSHA public database inspection record for the last 3 yrs (See Section 2, I)
- Total Recordable Incident Rate ("TRIR");
- Lost Workday Case Incident Rate ("LWCIR"); and
- Work related fatalities

Failure to provide accurate information or additional requested information supporting/evidencing the data provided below may result in the categorization of the Subcontractor as non-responsive. Please provide all requested information.

Company Name: DCM Erectors, Inc

Primary Services Performed: Structural Steel

1. EMR: EXPERIENCE MODIFICATION RATE

I] MANDATORY SUBMITTAL:

Provide a COPY OF THE LETTER FROM YOUR INSURANCE BROKER OR INSURANCE COMPANY or WCB evidencing the rate for the last 3 years.

II] List your firm's interstate or intrastate (if applicable) Experience Modification Rate (EMR) for the three most recent years, as evidenced in Workman's Compensation Insurance premiums:

Year: _____	Year: _____	Year: _____
Rate: _____	Rate: _____	Rate: _____

Are these rates. InTER-state/national average or InTRA-state/provincial

Please check this box if your company has less than the minimum number of employees required by law to carry workers' compensation insurance or if your company does not have an EMR. (If checked, please provide a letter from your Insurance Company or WCB stating this)

Is your company self-insured for Workers Compensation claims? Yes No



**EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
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III) For the Subcontractor to be considered qualified, their EMR rate established by the National Council on Compensation Insurance (NCCI) or state rating bureau (if applicable) should be no greater than 1.2; or a WCB surcharge no more 20% above the industry average. A rating greater than 1.2 will place the Subcontractor in a probationary status, and allowance will be subject solely to Phoenix's review. Higher rates may require a corrective action plan for your firm to be a qualified bidder. **If the rating provided exceeds 1.2 please provide a written explanation below (such explanation is mandatory):**

2. OSHA: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION / FATALITIES

I) **MANDATORY SUBMITTALS:** Attach to this questionnaire:

(1) a **PRINTOUT OF YOUR OSHA LOGS FOR THE LAST 3 YRS, and**

(2) a **PRINTOUT OF YOUR OSHA PUBLIC DATABASE INSPECTION RECORD FOR THE LAST 3 YRS**

II) Fill in the following information for the last three available years. (In the U.S. use your last three annual OSHA 200 or 300 Logs. Non-U S firms, please see OSHA definitions at the conclusion of this questionnaire.)

A. Number of Total (OSHA/BLS) Recordable Cases:

Year: _____ Year: _____ Year: _____
No: _____ No: _____ No: _____

B. Number of Restricted Work Activity Cases

Year: _____ Year: _____ Year: _____
No: _____ No: _____ No: _____

C. Number of Lost Workday Cases

Year: _____ Year: _____ Year: _____
No: _____ No: _____ No: _____



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D. Number of Fatalities:

Year: _____ Year: _____ Year: _____
No: _____ No: _____ No: _____

E. Employee hours worked (do not include any non-work time, even though paid):

Year: _____ Year: _____ Year: _____
Hours: _____ Hours: _____ Hours: _____

III] If the Contractor has had an OSHA citation within the last 3 years that was classified with a severity **greater than serious or experienced any fatalities** please provide a written explanation, explaining the relevant circumstances and any corrective actions that have been taken (such explanation is necessary). Allowance will be subject solely to Phoenix's review and approval. Phoenix may require a satisfactory corrective action plan for your firm to be a qualified bidder.

3. **TRIR: TOTAL RECORDABLE INCIDENT RATE:**

List your firm's (OSHA/BLS) Total Recordable Incident Rate (TRIR) for the three most recent years To be qualified without corrective action, that resultant number should be no greater than 7.5. Provide a legible copy of your OSHA Logs for the last 3 years (or equivalent) with your submittal. A rating greater than 7.5 will place the Subcontractor in a probationary status, and require a satisfactory explanation from the Subcontractor. Allowance will be subject solely to Phoenix's review and approval. Higher rates may require a corrective action plan for your firm to be a qualified bidder.

Year: _____ Year: _____ Year: _____
Rate: _____ Rate: _____ Rate: _____

Note Calculate your TRIR by counting without duplication all recordable injuries and illnesses Use the information entered on your OSHA 200 or 300 Form (Line 2A, above), multiply this number by 200,000, and divide the result by your firm's total work hours for that calendar year (i.e. for 2001, take the value entered in Item 2- A (2001), multiply by 200,000, divide this total by the 2001 employee work hours entered in Item 3 above)

If the rating provided exceeds 7.5 please provide a written explanation below (such explanation is mandatory):



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4. LWCIR: LOST WORKDAY CASE INCIDENT RATE:

List your firm's Lost Workday Case Incident Rate (LWCIR) for the three most recent years, as evidenced by your OSHA Log or equivalent document (if non-U.S.) To be qualified without corrective action, that resultant number should be no greater than 4.0. Provide a legible copy of your most recent OSHA Log with your submittal. A rating greater than 4.0 will place the Subcontractor in a probationary status, and require a satisfactory explanation from the Subcontractor. Allowance will be subject solely to Phoenix's review and approval. Higher rates may require a corrective action plan for your firm to be a qualified bidder.

Year: _____ Year: _____ Year: _____
Rate: _____ Rate: _____ Rate: _____

Note Calculate your LWCIR in the same manner as the TRIR, except use the values reported in 2C, above, rather than 2A

If the rating provided exceeds 4.0 please provide a written explanation below (such explanation is mandatory):

5. Please list any OSHA health, safety or environmental citations or notices of violation, reportable spill events, sanitation code violations, or other governmental indications of an HSE incident¹ received by your company during the previous three years. Please attach a copy of each or a summary describing the incident and how it was resolved.

¹ HSE incident means an accident or some other unplanned event that causes or had potential to cause an injury, illness, environmental or property damage, or loss of production



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6. Is the information collected from the OSHA logs/OH&S notices, HSE incident reports, and near miss reports communicated to the following? If yes, how often?

	Yes	No	Monthly	Quarterly	Annually
Field Superintendent or Dept Mgr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
President or CEO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. How are individual HSE incidents and associated costs recorded? How often are they reported?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for entire company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Incidents subtotaled by superintendent or dept manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Incidents subtotaled by foreman/supervisor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Costs totaled for entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Costs subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Costs subtotaled by foreman/supervisor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. Do you have a written HSE program?

Yes No

*Previously submitted
Package 8A*

If yes, please attach a copy or a summary of your program, including any HSE, safety, or environmental policy or mission statements you may have.

9. Does your firm have a Sustainability Program, Policy, or Report?
If yes, please attach a brief summary.

Yes No

10. Do you have an orientation program for new hires?

Yes No

11. Do you have a program for newly hired or promoted foreman and supervisors?

Yes No

12. Please indicate below the elements included in your overall HSE program, new hire training/orientation, and new supervisor/foreman training

	HSE Program	New Hire Training	Supervisor Training
A. Corporate HSE Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. HSE Workplace Committee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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C. HSE Inspections and Audits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Personal Protective Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Hazard Assessment and Communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Task Assignment Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Respiratory Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Fall Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Scaffolding & Ladders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Perimeter Guarding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Fire Protection/Prevention	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. First Aid Procedures/Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Emergency Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O. Toxic Substances/Hazard Communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P. Trenching & Excavation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q. Signs, Barricades, & Flagging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
R. Electrical Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S. Rigging & Crane Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T. Safe Work Practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
U. Safety Supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. Toolbox/Workplace HSE Meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
W. Incident Investigation/Reporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
X. Confined Spaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Y. Abrasive Blasting Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Z. Substance Abuse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AA. Vehicle Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BB. Use of Compressed Gas Cylinders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CC. Welding/Cutting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DD. Medical Evaluation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EE. Blood-borne Pathogens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FF. Employee Discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GG. High-pressure Water Cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HH. Hot Taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
II. Noise/Hearing Conservation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JJ. Heat/Cold Stress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KK. Incentives/Awards for HSE Achievements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LL. Spill Prevention/Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MM. Dust Suppression	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NN. Wastewater/Storm Water Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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- OO. Hazardous Waste & Solid Waste Management
- PP. Equipment Emissions
- QQ. Wetlands/Sensitive Habitats
- RR. Other _____

13. Do you hold workplace HSE meetings for supervisors? Yes No

If yes, how often?

- Daily Weekly Bi-Weekly Monthly As Needed

14. Do you hold employee "toolbox" HSE meetings? Yes No

If yes, how often?

- Daily Weekly Bi-Weekly Monthly As Needed

15. Do you conduct pre-task HSE planning meetings with employees? Yes No

If yes, briefly describe the program format and/or attach a copy.

16. Do you conduct workplace HSE inspections? Yes No

If yes, who conducts this inspection? _____ and how often?

- Daily Weekly Bi-Weekly Monthly As Needed

17. Please identify the most senior executive/manager directly responsible for HSE program management and implementation at your company:

Name: _____

Title: _____

Reports to: _____

Comments:



EXHIBIT 30B
SUBCONTRACTOR SURVEY AND
RESOURCE QUESTIONNAIRE

Jeffrey S. Grannett
Prepared by (Printed Name)

John J. Grannett
Prepared by (Signature)

Vice President
Title

12/12/2008
Date

U.S. Bureau of Labor Statistics/OSHA Recordkeeping Summary

Note: this is a summary, prepared to assist the Contractor/Subcontractor in making Recordkeeping determinations to complete this form. For a more detailed explanation of the regulations the Contractor/Subcontractor is advised to review U.S. OSHA Regulation 29CFR1904, available on www.osha.gov.

Basic recordkeeping concepts and guidelines are included with instructions on the back of U.S. OSHA Form No. 200. The following summarizes the major recordkeeping concepts and provides additional information to aid in keeping records accurately.

General concepts of recordability

1. An injury or illness is considered work-related if it results from an event of exposure in the work environment. The work environment is primarily composed of (1) The employer's premises, and (2) other locations where employees are engaged in work-related activities or are present as a condition of their employment. When an employee is off the employer's premises, work relationship must be established, when on the premises, this relationship is presumed. The employer's premises encompass the total establishment. This includes not only the primary facility, but also such areas as company storage facilities, cafeterias, and rest rooms. In addition to physical locations, equipment or materials used in the course of an employee's work are also considered part of the employee's work environment.

2. Work relationship is not presumed when injury results as:

- a. Member of general public
- b. Eating, drinking one's own food
- c. Personal tasks outside working hours
- d. Personal grooming or self-medication
- e. Motor vehicle accident in parking lot
- f. Cold or flu
- g. Non-work related mental illness

3. All work-related fatalities are recordable.

4. All recognized or diagnosed work-related illnesses are recordable.

5. All work-related injuries requiring medical treatment or involving loss of consciousness, restriction of work or motion, or transfer to another job are recordable.

Analysis of Injuries

Recordable and nonrecordable Injuries. Each case is distinguished by the treatment provided by a physician or licensed healthcare professional, i.e., if the injury was such that medical treatment was provided or should have been provided, it is



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recordable; if only first aid was required, it is not recordable. However, medical treatment is only one of several criteria for determining recordability. Regardless of treatment, if the injury involved loss of consciousness, restriction of work or motion, or transfer to another job, the injury is recordable.
Injuries & illnesses. An injury or illness is an abnormal condition or disorder. Injuries include cases such as, but not limited to, a cut, fracture, sprain, or amputation. Illnesses include both acute and chronic illnesses, such as, but not limited to, a skin disease, respiratory disorder, or poisoning. (Note: Injuries and illnesses are recordable only if they are new, work-related cases that meet one or more of the OSHA Part 1904 Recording criteria.)

(RECORDABLE) Medical treatment. The following procedures are generally considered medical treatment, injuries for which this type of treatment was provided or should have been provided are almost always recordable if the injury is work related.

- * Treatment of **INFECTION**
- * Hearing loss of 25 dBA from baseline
- * Treatment of **SECOND OR THIRD DEGREE BURN(S)**
- * Application of **SUTURES** (stitches)
- * Removal of **FOREIGN BODIES EMBEDDED IN EYE**
- * Removal of **FOREIGN BODIES FROM WOUND**; if procedure is **COMPLICATED** because of depth of embedment, size, or location
- * Use of **PRESCRIPTION MEDICATIONS**
- * Significant diagnosed injury -- fracture; punctured eardrum; cancer; chronic irreversible disease
- * **CUTTING AWAY DEAD SKIN** (surgical debridement)
- * **POSITIVE X-RAY DIAGNOSIS** (fractures, broken bones, etc)
- * **ADMISSION TO A HOSPITAL** or equivalent medical facility **FOR TREATMENT.**



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Medical Treatment DOES NOT include (a) visits to a physician or other licensed healthcare professional solely for observation or counseling; (b) diagnostic procedures such as x-rays and blood tests, including the administration of prescription medications used solely for diagnostic purposes (e.g., eye drops to dilate pupils); or (c) any treatment contained on the list of first-aid treatments.

(RECORDABLE) General Guidelines for recording Lost Workday Cases:

1. Count days lost from work as prescribed by the physician or licensed healthcare professional
2. Count calendar days
3. DO NOT count day of injury

(RECORDABLE) General Guidelines for recording Restricted Cases:

1. Cannot work a full shift.
2. Cannot perform all of his/her routine job functions (Routine = any duty regularly performed at least once per week)

First aid treatment. The following procedures are generally considered first aid treatment (e.g., one-time treatment and subsequent observation of minor injuries) and should not be recorded if the work-related injury does not involve loss of consciousness, restriction of work or motion, or transfer to another job. First Aid means only the following treatments (any treatment not included in this list is not considered First Aid for recordkeeping purposes).

- * Using a non-prescription medication at non-prescription strength
- * Administering tetanus immunizations
- * Cleaning, flushing or soaking wounds on the surface of the skin
- * Using wound coverages such as bandages, Band-Aids, gauze pads, etc.; or using butterfly bandages or Steri-Strips
- * Using hot or cold therapy
- * Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, etc
- * Using temporary immobilization devices while transporting an accident victim
- * Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister
- * Using eye patches
- * Removing foreign bodies from the eye using only irrigation or a cotton swab
- * Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means
- * Using finger guards
- * Using massages
- * Drinking fluids for relief of heat stress

The following procedure, by itself, is not considered medical treatment

* Administration of **TETANUS SHOT(S)** or **BOOSTER(S)** However, these shots are often given in conjunction with more serious injuries; consequently, injuries requiring these shots may be recordable for other reasons

Reminder: Work-related injuries requiring only first aid treatment and that do not involve any of the conditions in item 4 above, are not recordable.

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then note the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	6 (H)	0 (I)	21 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
29 (K)	0 (L)

Injury and Illness Types

Total number of:			
(1)	(2)	(3)	(4)
Injury	48	Poisoning	0
Skin Disorder	0	Hearing Loss	0
Respiratory Condition	0	All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: U.S. Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20070. Do not send the completed form to this office.

Establishment Information

Your establishment name: DCM Erectors, Inc.
 Street: 330 East 42nd Street, Suite 2706
 City: New York State: NY Zip: 10017
 Industry description (e.g., Manufacture of motor truck trailers):
Structural Steel Erector
 Standard Industrial Classification (SIC), if known (e.g., SIC 3713):
 OR
 North American Industrial Classification (NAICS), if known (e.g., 336212):

Employment Information

Annual average number of employees: 176
 Total hours worked by all employees last year: 352476

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Jeffrey S. Ganess
Company executive

Jeffrey S. Ganess

Vice-President
Title

212-639-1608
Phone

1/31/2008
Date

Phone

OSHA's Form 300A Total All Projects

Summary of Work-Related Injuries and Illnesses

Year 2006 
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	5	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
0	51
(K)	(L)

Injury and Illness Types

Total number of (M)	
(1) Injury	21
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name DCM ERECTORS INC.

Street 110 EAST 42ND STREET, SUITE 1710

City NEW YORK State NY Zip 10017

Industry description (e.g., Manufacture of motor truck trailers)
STEEL ERECTOR

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 9 1

Employment information

Annual average number of employees 122

Total hours worked by all employees last year 254,586

Sign here

Knowing falsifying this document may result in a fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

<u>Richard Gilbert</u> Company executive	<u>Safety Manager</u> Title
<u>(212) 599-1603</u> Phone	_____ Date

OSHA's Form 300A Total All Projects

Summary of Work-Related Injuries and Illnesses

Year 2005



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no 1218-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>3</u>	<u>0</u>	<u>15</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
<u>0</u>	<u>198</u>
(K)	(L)

Injury and Illness Types

Total number of (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) All other illnesses
<u>18</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name DCM ERECTORS INC.
 Street 110 EAST 42ND STREET, SUITE 1710
 City NEW YORK State NY Zip 10017
 Industry description (e.g., Manufacture of motor truck trailers)
STEEL ERECTOR
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 9 1

Employment information

Annual average number of employees 117
 Total hours worked by all employees last year 244,325

Sign here

Knowingly falsifying this document may result in a fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

<u>Richard Gilbert</u> Company executive	<u>Safety Manager</u> Title
<u>(212) 599-1603</u> Phone	<u> </u> Date



U.S. Department of Labor
Occupational Safety & Health Administration

www.osha.gov

Search

Advanced Search | [A-Z Index](#)

Search Results

Establishment Search Results Page

[Find It! in DOL]

Establishment	Date Range	Office	State
DCM Erectors, Inc.	12/04/2003 to 12/04/2008	All	NY

*Please note that inspections which are known to be incomplete will have the Identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.*

Sort By: | **Date** | Name | Office | State |

[Return to Search](#)

[Get Detail](#) | [Select All](#) | [Reset](#)

Results 1 - 2 of 2
By Date

	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
<input type="checkbox"/>	1 312480551	07/21/2008	0215000	NY	Planned	Partial	1791	238120	1	Dcm Erectors Inc.
<input type="checkbox"/>	2 311442974	12/14/2007	0215000	NY	Referral	Partial	1791	238120	4	Dcm Erectors Inc.

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Occupational Safety & Health Administration
200 Constitution Avenue, NW
Washington, DC 20210



U.S. Department of Labor
Occupational Safety & Health Administration

www.osha.gov

Search



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Search Results

Establishment Search Results Page

[Find It! in DOL]

Establishment	Date Range	Office	State
DCM Erectors, Inc.	12/04/2003 to 12/04/2008	All	NY

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

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By Date

	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
<input type="checkbox"/>	1 312424526	06/27/2008	0215000	NY	Prog Related	Partial	1791	238120	1	Dcm Erectors Inc.
<input type="checkbox"/>	2 310692108	01/19/2007	0215000	NY	Unprog Rel	Complete	1791	238120	1	The Davis Group Dba Dcm Erectors Inc.
<input type="checkbox"/>	3 309914018	03/23/2006	0215000	NY	Prog Related	Complete	1791	238120	8	Dcm Erectors Inc.

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Occupational Safety & Health Administration
200 Constitution Avenue, NW
Washington, DC 20210

Barry King

Experience

July 1998 – Present

Vice-President DCM Erectors

Responsibilities

- Engineering and Drafting Department
- Project Management /Production
- DCM Erectors Canada

April 1989 – June 1998

Project Manager

- Construction Coordinator

May 1985 – March 1989

Structural Steel Draftsman/Checker

Education

Graduate of Fanshawe College, London Ontario
Civil Engineering Technician

Major Projects

Structural Steel Detailing

Battery Park City – Highrise Construction New York, N Y, 1988

Toronto Skydome – Stadium Construction Toronto, Ontario 1988 – 1989

Structural Steel Detailing/Checker

Design Build of Tower Crane Support and Jumping System for High Rise Construction

Toronto Eaton's Center – High Rise Construction Toronto, Ontario 1990

Construction Coordinator

BCE Place Toronto, Ontario

High Rise Construction & Dismantling of Tower Cranes

Erection of Architecturally Exposed Steel ,1991

Construction Coordinator

Madison Square Garden, New York, NY

Renovation Addition of Theaters and Private Boxes , 1992

Construction Coordinator

INCO, Sudbury Ontario

Nickel Smelter Renovation and Expansion of Furnace, 1993

Construction Coordinator

New York Hospital, New York, NY

Construction of New High Rise Hospital Project over FDR Drive utilizing a heavy lift barge crane which lifted 800 ton modular building sections, 1994

Project Manager

Mount Sinai Hospital, New York, NY

New Eighteen Floor Biomedical Research Facility, 1995

Project Manager and Construction Coordinator

New Stadium 1 for USTA, Flushing Meadows, NY.

Coordinated Structural Steel, Metal Deck, Miscellaneous Steel, Precast Stadia and Hollow Core Plank Materials, 1996-1998

Project Manager/Crane Consultant

Chapultepec Tower, Mexico City, Mexico

Coordinate design and installation of self climbing crane system utilized to construct a new 55 story High Rise Office Building, 1998-1999

Project Coordinator

Construction of ABC Times Square Studios, New York, NY

Lead design team, pre-assembly and construction of electronic billboards and recording studio for new times square studios and home of "Good Morning America", 1999

Construction Coordinator

Rockefeller University, New York, NY

Supervise reconstruction of open-air public space with stainless steel canopies, benches and fences. Also supervised constructions of a 180-foot span, cable stay pedestrian bridge over 64th street to link residence building to university, 1999

Project Manager

Lester B. Pearson International Airport, Toronto, ON

Oversee design, drafting, fabrication and construction of infill steel contract and liner steel contract. Total estimated structural steel tonnage 16,000 metric tonnes. 1999-2004

Project Manager

Pierpont Morgan Library Renzo Piano designed expansion. 680 tons of complex structural steel to provide new book storage vaults, lecture theatre and common space. 2003-2005

Project Manager

Metropolitan Museum of Art 700 tons of renovation type construction in the Rockefeller, Greek and Roman wings of the MET. Including installation of a 200-foot long transfer truss installed in 3 major components. 2004-2005

JAAK JURIMAE, P.ENG.

Career scope

- | | |
|--------------|--|
| 1980 – 1981 | <p>Ebastec Lavalin Inc., Toronto, Ontario</p> <ul style="list-style-type: none"> • SENIOR ENGINEER for large multi-discipline firm of Thermal Power Consulting Engineers. |
| 1979 – 1980 | <p>Kodiak Crane Corporation, Richmond Hill, Ontario</p> <ul style="list-style-type: none"> • PROJECT ENGINEER for manufacturer of luffing and hammerhead tower cranes. |
| 1977 – 1979 | <p>Canron Inc., Eastern Structural Division, Rexdale, Ontario</p> <ul style="list-style-type: none"> • DESIGN ENGINEER for company involved in the design, fabrication and erection of large steel structures. 1977 - 1979. |
| 19070 – 1977 | <p>Great West Steel Industries Ltd., Mississauga, Ontario</p> <ul style="list-style-type: none"> • SENIOR STRUCTURAL DESIGNER for firm involved in design, fabrication and erection of open-web steel joists, structural steel, and cold-roll formed steel products. 1970 - 1977. |

Academic

- Registered Professional Engineer in Ontario, 1978. Recipient of the V.G. Smith Award, 1978; presently annually by APEO to the individual with the highest standing of those completing registration by examination.
- Designated Consulting Engineer in Ontario, 1986.
- Diploma in Civil Engineering Technology - Structural Option, Ryerson Polytechnical Institute, 1970.
- Courses: Various continuing education courses and seminars including: Wind Engineering, Fatigue and Fracture Mechanics, Welding Design and Applications, Steel Design and Construction, Project Management, Prevention of Construction Failures, Seismic Design.

Associations

Association of Professional Engineers of Ontario
 Association of Professional Engineers of British Columbia
 Licensed Professional Structural Engineer In Massachusetts
 Canadian Society for Civil Engineering
 American Society of Civil Engineers
 American Society of Mechanical Engineers
 Canadian Welding Society

QUALIFICATIONS

Twenty-eight years responsible cross-discipline experience (structural, mechanical, electrical) in construction and related industries. Licensed Professional Engineer in Ontario, British Columbia, Massachusetts and New York (project permit). Designated Consulting Engineer in Ontario. Principal of KAJ Engineers Inc.

Background in the following areas:

- **Structural and Mechanical Design and Construction:**
Design, fabrication and installation of engineered structures, equipment and machinery.
- **Tower cranes, derricks, hoisting equipment, highrise building window washing systems:**
Responsible for projects from development through commissioning.
- **Construction Engineering:**
Responsible for developing erection procedures and the design of temporary works permitting the construction of or modifications to major structures.
- **Welding Design and Practice:**
Canadian Welding Bureau approved as Designated Welding Engineer.
- **Management/Administration and Advisory Services:**
 - Project management and contractual negotiations;
 - Preparation of project tender documents plus soliciting bids and evaluating bidders' proposals and qualifications;
 - Proposal preparation: estimates, submission writing, scheduling, insurance and bonding, financing;
 - Quality Assurance: preparation of manuals and protocol, system implementation and monitoring of procedures;
 - Preparation of equipment operation and maintenance manuals;
 - Participation in industry association committees: National Erectors Association Safety and Health Committee and contributor to NEA chapter on steel bridge erection for the American Institute of Steel Construction *Highway Structures Design Handbook*;
 - Expert assistance to legal counsel and regulatory bodies investigating hoisting equipment and/or construction safety related incidents.

Design and fabrication drawings for the Champion 3000H tower crane. Boom lengths to 200 feet with boom/radius capacities from 28000 to 6750 lbs. Freestanding mast heights to 180 feet. Topclimbing mast extension system. DC SCR controlled drives for hoist, trolley and slew. 200 HP hoist winch with line speeds to 1400 fpm.

Thor Group, Mississauga, Ontario

Ontario Hydro at Darlington N.G.S., Bowmanville, Ont.

Design and fabrication drawings of 30 foot span frames to support Kroll K400 tower cranes to 220 foot freestanding mast heights.

Canadian Department of National Defence,
CFB Esquimalt, BC

Design, fabrication and installation of two shipyard tower cranes. Boom length 75 m on 40 m mast height. Hoist capacity of 20 tonnes to 17 m and 3 tonnes at 75 m. DC SCR controlled drives. Slewing ring mounted at mast base. Rack-and-pinion hoist mounted operator's cab/elevator for crane operation from any point of 40 m mast track.

Bungee Adventures & Ontario Place Corporation, Toronto, Ontario

Bungee Jump Tower, Ontario Place, Toronto

Slender 4 foot by 164 foot high tower supporting 47 foot jump platform. Platform equipped with luffing mechanism for out-of-service stowage during high storm winds. Provision for powered rope-climbing passenger elevator.

CONSTRUCTION ENGINEERING SERVICES: As Engineer-of-Record responsible for the design of temporary construction works for contractors:

Dorel Steel Erection Corporation, North Quincy, Massachusetts

Two International Place,
Boston, MA

Crane application engineering for 2 Kodiak K300L tower cranes to construct 40 storey steel framed building.

125 Summer Street,
Boston, MA

Crane application engineering for 2 Kodiak K300L tower cranes to construct 24 storey steel framed building. Construction system used the up/down technique.

Massachusetts General Hospital, Boston, MA

Crane application engineering for 2 Kodiak K300L tower cranes to construct 25 storey steel framed building.

745 Atlantic Avenue,
Boston, MA

Crane application engineering for Kodiak K250L tower crane to construct 14 storey steel framed building.

500 Boylston Street,
Boston, MA

Crane application engineering for Kodiak K250L tower crane to construct 26 storey steel framed building.

United Steel Erectors Inc., Everett, Massachusetts

125 High Street,
Boston, MA

Crane application engineering for 2 Kodiak tower cranes and 125 ton mobile crane to construct dual tower 34 and 24 storey steel framed buildings. Temporary bracing and construction sequencing to permit construction of 29 floors without the building's permanent stabilizing system for the first 5 floors.

75 State Street,
Boston, MA

Crane application engineering for Kodiak K300L and K250L tower cranes to construct 32 storey steel framed building. Construction system used the up/down technique.

Marr Companies, South Boston, Massachusetts

101 Merrimac,
Boston, MA

Crane application engineering for Kodiak K250L tower crane to construct 12 storey steel framed building.

Atlas-Gem Erectors Co. Inc., New York, NY

1585 Broadway,
New York, NY

Crane application engineering for 3 FMC TG1900 tower cranes to construct 44 storey steel framed building.

1325 Avenue of the Americas, New York, NY

Crane application engineering for Favco 1000 tower crane to construct 35 storey steel framed building.

World-Wide Center,
New York, NY

Crane application engineering for 2 FMC TG1900 tower cranes to construct 54 storey steel framed building. Project's construction was the subject of the Public Broadcast System's multipart documentary, *Skyscraper*.

Kelley Steel Erectors Inc., Bedford, Ohio

900 North Michigan Avenue, Chicago, Illinois

Crane application engineering for Kodiak K400L and K300L tower cranes to construct 75 storey building.

Society National Bank,
Cleveland, Ohio

Crane application engineering for installation of Kodiak K300L tower crane.

Steel Structures Corporation, New York, NY

Citicorp Court Square,
Long Island City, NY

Crane application engineering for 2 American AAA guy derricks and 25 ton mobile crane on jump frame to construct 50 storey steel framed building. The mobile crane was used to place infill steel and was relocated upward by the derricks as erection proceeded.

Fly-Form Structures Inc., Woodbridge, Ontario

Carlisle Residences,
Mississauga, Ontario

Crane application engineering for installation of Liebherr 180HC tower crane freestanding 257 feet.

Marshall Steel Limited, Milton, Ontario

Toronto-Dominion Centre, Tower 5,
Toronto, Ontario

Construction falsework and crane application engineering for Kodiak K250L tower crane and American 4-110 guy derrick to construct 32 storey steel framed tower over the existing 4 storey Toronto Stock Exchange building.

Brennan Rigging & Erecting Co. Inc., New York, NY

Swiss Bank Tower,
New York, NY

Crane application engineering for roof-top installation of 2 Favco 750 tower cranes and 40 ton stiffleg derrick to install building cladding.

Houston Ship Channel Bridge, Houston, Texas

Modifications to American 115 ton stiffleg derrick for operation with short sills and legs.

Pre-Con Company, Brampton, Ontario

Pre-Con Company Yard,
Brampton, Ontario

Crane application engineering for installation of 2 Liebherr 750C tower cranes.

Pre-Con Schokbeton,
Kalamazoo, Michigan

Crane application engineering for installation of Liebherr 750C tower crane.

Construction Equipment Corporation, Yorktown Heights, NY

Hotel MacLowe,
New York, NY

Crane application engineering for roof installation of 28 ton stiffleg derrick on 48 storey concrete building.

Regent Hotel,
New York, NY

Crane application engineering for 2 Kodiak K300L tower cranes and 28 ton stiffleg derrick for 56 storey building.

All-On Crane Service Ltd., Bolton, Ontario

Toronto-Dominion Centre, Tower 5,

Toronto, Ontario
Crane application engineering for installation of 35 ton stiffleg and 6 ton guy derricks on 32 storey steel framed building.
One Queen Street East,
Toronto, Ontario
Equipment as above for installation on 28 storey concrete building.
Toronto, Ontario
Equipment as above for installation on 21 storey steel framed building.
Metro Hall,
Toronto, Ontario
Equipment as above for installation on 29 storey concrete building.

Ellis-Don Construction Ltd., London, Ontario

Princess Margaret Hospital, University Ave.
Toronto, Ontario
Crane application engineering for installation of 35 ton stiffleg and 6 ton guy derricks on 21 storey concrete building.

Avenue Structures Corporation, Rexdale, Ontario

The Terrace, Jarvis St., Crane application engineering for installation of 28 ton
Toronto, Ontario stiffleg derrick.

Workers Compensation Board, Toronto, Ontario Crane application engineering for installation of 28 ton
stiffleg derrick.

Midwest Steel, Inc., Detroit, Michigan

Four Times Square tower New York, NY Crane application engineering for FMC TG1900 and TG1500 cranes to construct 49 storey steel framed building.

Triborough Bridge Construction procedures and temporary works for the rehabilitation of New York, NY the anchorages and main cable repairs for suspension bridge.

US Courthouse Louis, Missouri Crane application engineering for installation of 25 ton stiffleg derrick on 55 foot temporary tower on 29 storey steel framed building.

RETAINED ENGINEER SERVICES: Professional Engineering services for clients:

NEI Agra, Inc./The State Group, A Joint Venture, Toronto, Ontario

Cardinal Cogeneration Facility, Cardinal, Ont.
Constructability and code compliance reviews of the Heat Recovery Steam Generator (HRSG) structure for the 125 MW cogeneration plant.

Aluma Systems Corporation, Downsview, Ontario

Hibernia Gravity Base Structure Forming System

Assisting the UMACS Division with the preparation of its bid proposal primarily in areas of sourcing potential subcontractors, preparing tender documents, soliciting and evaluating bids, and proposal estimating.

Northumbrian Strait Crossing
Borden, PEI
Main Girder Forms

Assisting the UMACS Division, the girder form supplier for the 7 mile long precast segmental concrete bridge, with the preparation of contract documents for subcontracted work. Design and fabrication drawings for the Pier Segment Template structure and trunnion drive used to produce 110 ton match-cast concrete pier segments. The apparatus permits the segments to be cast horizontally and then rotated 180 degrees for release and subsequent matching to the supported main girders.

Morrison Hershfield Limited, North York, Ontario

Bell Canada Second Digital Route West Microwave Towers
Structural design and preparation of specifications services.

Sebba Steel Construction Ltd., Richmond Hill, Ontario
Monank Welding & Fabricating Inc., Aurora, Ontario

Canadian Welding Bureau Certification in Division 2 to CSA W47.1
Retained Engineer responsible for welding design and practice.

Canron Inc., Eastern Structural Division, Rexdale, Ontario

Various projects for fabricator and erector of heavy steel construction. Examples are:
- General Motors Oshawa Plant Expansion
- Dofasco No. 2 Melt Shop, Hamilton, Ontario
Structural design services

Butler Manufacturing Co. (Canada) Ltd., Burlington, Ontario

Open web steel joist design for approximately 70 projects.

Structural design services

MRM Ltd., Milliken, Ontario

Approximately 30 projects for fabricator and erector of structural steel and aluminum.
Structural design services

C.J. Rush Inc., Agincourt, Ontario

Application design for custom architectural entrances - approximately 40 projects.
Structural design services

Engineered Design Inc., Toronto, Ontario

Various projects for Industrial Design firm primarily involving the use of plastics. Examples are:

- FRP Operator's Cabs for shiploaders and cranes
- Child's automobile restraint seats

Structural design services

McCavour Engineering Ltd., Etobicoke, Ontario

Various projects for Consulting Structural Engineering firm. Examples are:

- Segmented FRP covers for stadium's 3.6 m wide perimeter ring beam, BC Place Stadium, Vancouver
- 10,000 ton capacity iron ore concentrate storage bin, Westfrob Mines, Queen Charlotte Islands, BC

Structural design services

Spark Steel Erectors Ltd., Richmond Hill, Ontario

Static fall-arrest system to protect erectors.
Design services

Avenue Structures Corporation, Rexdale, Ontario

Inspection of tower cranes for structural integrity.
Inspection and certification services

Sebba Steel Construction Ltd., Richmond Hill, Ontario

Shiplake Management Company, Toronto, Ontario

Camdev Corporation, Toronto, Ontario

Markborough Properties Inc., Toronto, Ontario

Highrise building window washing systems
Design and inspection services

Department of National Defence, CFB Esquimalt, British Columbia

Shipyard cranes
Inspection and certification services

Midwest Constructors/Canron Construction, Toronto, Ontario

Second Blue Water Bridge
Point Edward, Ontario

Niagara Interim Casino
Niagara Falls, Ontario

Davy Sheaffer Townsend Ltd., Hamilton, Ontario

Imperial Oil Limited
Esso Nanticoke Refinery
Nanticoke, Ontario

Site construction engineering services

Site construction engineering services

Dual crane engineered lifts of heavy refinery vessels.

Come By Chance Refinery
Come By Chance, Nfld.

Petro Canada Refinery
LEGS Hydro Treater Project
Clarkson, Ontario

Dual crane engineered lift of heavy refinery vessel.

Single, dual and triple crane engineered lifts of heavy refinery vessels and equipment.

PREVIOUS EMPLOYMENT

Ebastec Lavalin Inc., Toronto, Ontario

SENIOR ENGINEER for large multi-discipline firm of Thermal Power Consulting Engineers.
1980 - 1981.

Kodiak Crane Corporation, Richmond Hill, Ontario

PROJECT ENGINEER for manufacturer of luffing and hammerhead tower cranes.
1979 - 1980.

Canron Inc., Eastern Structural Division, Rexdale, Ontario

DESIGN ENGINEER for company involved in the design, fabrication and erection of large steel structures. 1977 - 1979.

Great West Steel Industries Ltd., Mississauga, Ontario

SENIOR STRUCTURAL DESIGNER for firm involved in design, fabrication and erection of open-web steel joists, structural steel, and cold-roll formed steel products. 1970 - 1977.

EDUCATION

Registered Professional Engineer in Ontario, 1978. Recipient of the V.G. Smith Award, 1978; presently annually by APEO to the individual with the highest standing of those completing registration by examination.

Designated Consulting Engineer in Ontario, 1986.

Diploma in Civil Engineering Technology - Structural Option, Ryerson Polytechnical Institute, 1970.

Courses:

Various continuing education courses and seminars including: Wind Engineering, Fatigue and Fracture Mechanics, Welding Design and Applications, Steel Design and Construction, Project Management, Prevention of Construction Failures, Seismic Design.

PROFESSIONAL ASSOCIATIONS

Association of Professional Engineers of Ontario
Association of Professional Engineers of British Columbia
Licensed Professional Structural Engineer In Massachusetts
Canadian Society for Civil Engineering
American Society of Civil Engineers
American Society of Mechanical Engineers
Canadian Welding Society

PERSONAL

Citizenship: Canadian Birth: 1947

James S. Weir, P.Eng. (Ex. 1)

29 years in the structural steel industry with emphasis on connection design, specialized connection software development, fabrication and erection procedures, and 3 dimensional geometric modeling.

- 2004 – 2005 Project Engineer
ASDA, Etobicoke, Ontario, (416) 241-4350
Projects include - Metropolitan Museum of Art, renovation, New York
580 – 5th Ave, addition, New York
- 1988 – 2003 Senior Project Engineer
Canron Construction Corp. East, Rexdale, Ontario, (416) 675-6400
Projects include - Times Square Tower Site I, New York
300 Madison Ave, New York
Sloan-Kettering Cancer Ctr, addition, New York
Swiss Bank Tower, New York
Westin Hotel, addition, New York
42 St Renewal, Times Square Hilton, New York
Lehman College Sports Complex, Bronx, New York
USTA Stadium, Flushing Meadows, New York
New York Hospital, addition, New York
Hospital for Special Surgery, addition, New York
Terminal One, Kennedy International, New York
US Air Terminal, La Guardia, New York
Felt Forum, Madison Square Gardens, New York
Pierpont-Morgan Library, New York
PeopleMover, Newark Airport, New Jersey
Davie Boulevard Overpass, Ft. Lauderdale
Humber River Bridges, Toronto, Ont.
Oxford Street Extension, London, Ont.
Castlefrank Overpass, Ottawa, Ont.
Black River Bascule Bridge Wisconsin
Heritage Square, Galleria, Toronto, Ont.
- 1975 – 1987 Project Engineer
Frankel Structural Steel, Rexdale, Ontario
Projects include - 60 Wall Street, New York
7 World Trade Center, New York
599 Lexington Ave., New York
Battery Park Building 'A', New York
Pierpont Plaza, Brooklyn, New York
53 State Street, Boston
Chrysler Paint Shop, Windsor, Ont.
Standard Life Bldg., Toronto, Ont.
Chapparell Steel Melt Shop, Texas
Stelco Slab Caster Bldg., Hamilton, Ont.
Burlington Bay Skyway Approach Spans, Burlington, Ont.

Certification Licensed Professional Engineer, Province of Ontario

Education B.A.Sc. (Civil Engineering), 1975
University of Waterloo, Waterloo, Ontario

John Scott

(Ex. 1)

Professional experience

2001-2003 DCM Erectors New York, New York

Project Manager

- 731 Lexington, N.Y., N.Y. 22,000 Tons
 - One Columbus Center, N.Y., N.Y. 23,000 Tons
-

2000-2001 The Erection Company Arlington, WA

Project Manager

- Seattle Seahawks 11,500 Tons
Seattle, WA 720' trusses
 - Kalia Tower 28 stones
Honolulu, HI
-

1999 Darr Steel Erectors Dallas, TX

Project Manager

- Oklahoma State University 300' trusses
Basketball Arena
-

1997-1999 The Erection Company Arlington, WA

Project Manager

- Mariners Stadium 24,000 Tons
Seattle, WA 655' trusses
retractable roof
-

1996-1997 Midwest Steel Detroit, MI

Project Manager

- Federal Courthouse 9,000 Tons, 30 stories
St. Louis, MO
-

1991-1996 PCL Construction Denver, CO

Structural Steel

Expeditor

- Hawaii Convention Center 1 million sq ft.
Honolulu, HI 12,800 Tons
- University of Riverside CA 7,800 Tons
General Hospital
- State Farm Insurance 4,000 Tons
Regional Office, Bakersfield, CA

- UCLA Anderson Graduate School 8,000 Tons
Los Angeles, CA
 - Maximum Security Federal Prison 550 units
Florence, CO
 - International Airport, Concourse A, B, C 9,000 Tons
Denver, CO
-

1986-1991 **Zimmerman Metals** Denver, CO

Site Project Manager

(qualifying party and /or Licensee for Steel Erection, Arizona, California, New Mexico, & City of Denver)

- University of California CA Irving Medical Center
Orange Co , CA
 - University of CA Hospital Expansion
San Diego, CA
 - Oakbrook Center Shopping Mall Expansion
Oakbrook, IL
 - Cherry Creek Mall Shopping Mall Expansion
Denver, CO
 - University of CA Bio-Science Med. Building
Irvine, CA
 - Titan IV Tower 28-story Titan Missile
Vandenberg AFB, CA Tower
 - Tower 1 22-story Office Building
Phoenix, AZ
 - Albuquerque Airport Airport Expansion
Albuquerque, NM 3,500 Tons
-

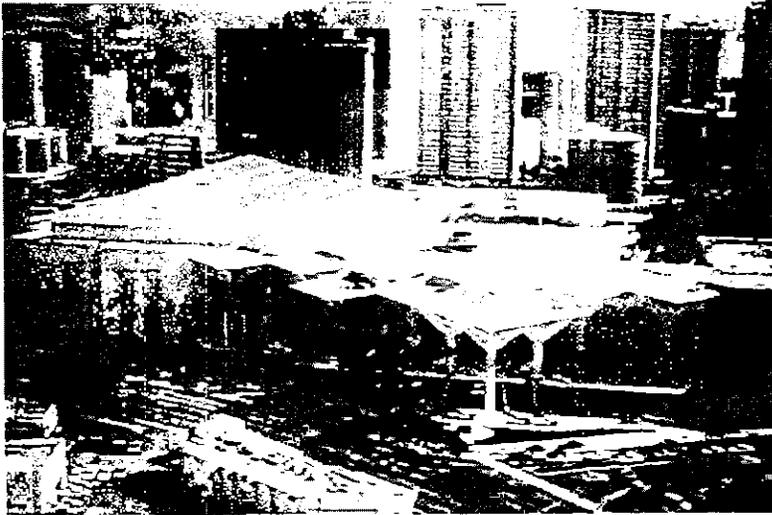
1983-1988 **Mars Steel & Iron** Denver, CO

**Vice President of Operations,
Manager of Structural Fabrication
& Erection (50+employees)**

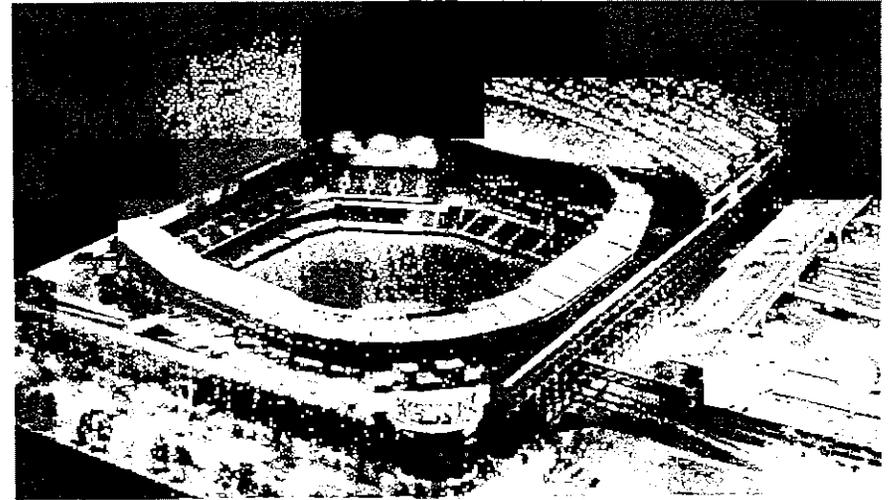
1978-1983 **Wichita, KS and Denver, CO**

Ironworker

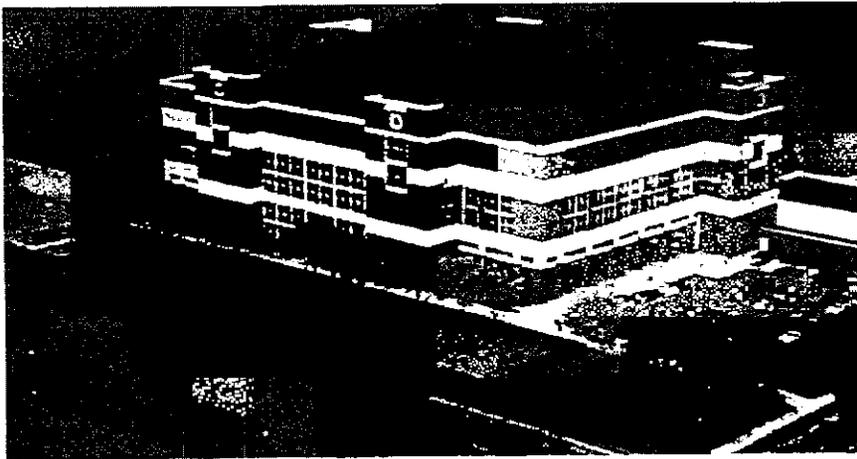
1974-1978 **Wichita State University**



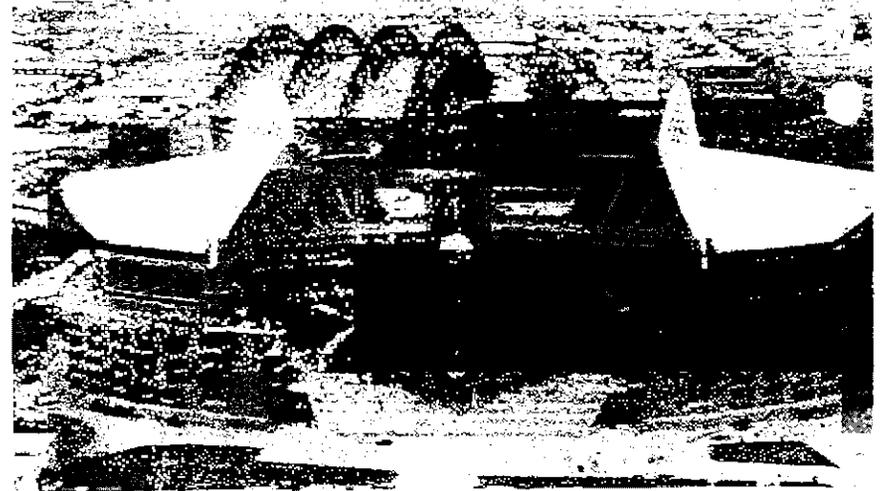
Hawaii Convention Center
175'-0 Trusses
1 Million Square Feet



Seattle Mariners Stadium
650' Trusses



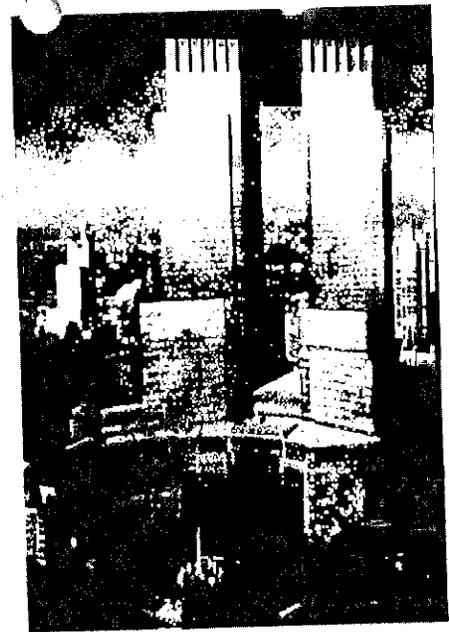
Oklahoma State University
Basketball Area
300'-0 Trusses



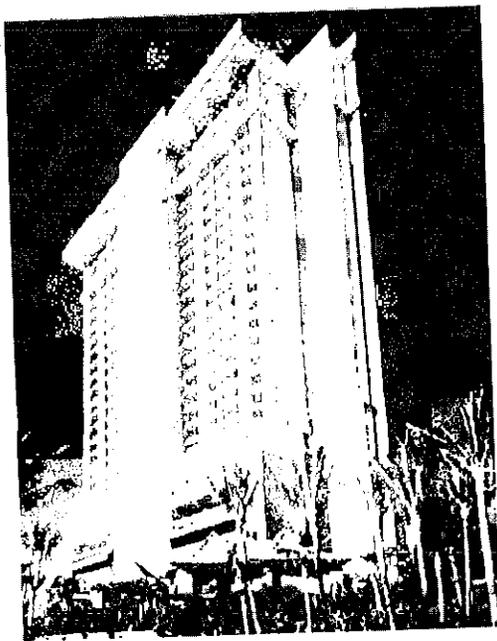
Seattle Seahawks Stadium
720'-0 Trusses



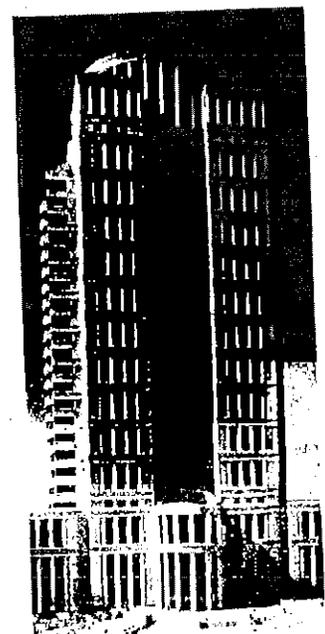
731 Lexington
New York, NY
Structural Steel
First 30 Stories of 55 Story Tower



One Columbus Center
New York, NY
Structural Steel
First 22 Stories of Twin 50 Story Towers



Hilton Kalia Tower
28 Story
Honolulu, Hawaii



Federal Courthouse
30 Story
St. Louis, Missouri

Resume
Larry W. Davis, P Eng

Bachelor of Science, 1975
University of Waterloo, Ontario

- Member Canadian Welding Institute and Canadian Welding Bureau
- Nominated for Engineering News-Record's "Man of the Year" Award for 1996 for outstanding solutions to complex hospital erection project over FDR Expressway in New York, NY
- Member of Ontario Health & Safety Government Committee

Experience

1998-Present ADF Steel Corp/DCM Erectors, Inc. New York, NY
President

Develop New York City Market for Steel Construction Services for ADF, Inc.

1996-1998 Midwest Steel, Inc Detroit, MI
Vice President

Orchestrated Canron, Inc take over and helped increase sales to \$ 104 Million US \$

1975-1996 Canron, Inc. Rexdale, Ontario

Worked in various capacities:

- Shop Inspector - Quality Assurance Department
- Project Engineer - Engineering Department
- Sales Engineer & Project Manager
- Field Engineer - Container Crane Division
- Construction Manager for Battery Park City Project in New York City
- Night Shift Supervisor for Montreal Olympic Stadium Precast Erection
- New York City Construction Manager - Canron Construction Corporation
- General Construction Manager Canron, Inc.
- Vice President /General Manager - Construction Canron, Inc.

Larry Davis, P. Eng.

Career scope

- 1998 to present President
ADF Steel Corp (Canada) & ADF Steel Corp. (US)
• Structural Steel Fabricator Erector
New York, NY
Develop US market for Steel Construction Services for ADF Inc.
- 1996 - 1998 Vice President
Midwest Steel Inc.
• Structural Steel Fabricator & Erector
Detroit, MI
Orchestrated Carron Inc. took over and helped increase sales to \$104 million US.
- 1975 – 1996 Shop Inspector
Quality assurance department
- Project Engineer
Engineering department
- Sales Engineer & Project Manager
- Field Engineer
Container crane division
- Construction Manager
Battery Park City Project in New York City
- Night Shift Supervisor
Montreal Olympic Stadium precast erection
- New York City Construction Manager
- General Construction Manager
- Vice President / General Manager
- Carron Inc., Rexdale, Ontario

Academic

- Bachelor of Science, University of Waterloo, Ontario, Canada (1975)

Associations

- Member Canadian Welding Institute and Canadian Welding Bureau
- Member of Ontario Health & Safety Government Committee

Scope of major projects involvement

Project Name	Construction Manager/ General Contractor	Scope of Work	Dollar Value
Credit Suisse Trading Floor Addition One Liberty Plaza New York, New York	MBA 212/213-6824 Jay Russin	Furnish and install 115T structural steel, metal deck, shear stud connectors, metal stairs for a 2nd floor mezzanine trading floor Renovation of existing building.	\$550,000
Sludge Storage Facility City Wide Queens, Manhattan and Staten Island, New York	Slattery Associates, Inc. 212/361-5013 Todd Sutton	Furnishing only 1,900T structural steel and metal deck for silo buildings.	\$1.7-million
Japan Airlines Rack Support Structures Jamaica, New York	Lehrer McGovern Bovis 212/576-4000 Glen Ravn	Furnish only 2,900T structural steel.	\$2.8-million
500 Cell Addition Otis Bantum Correction Facility Rikers Island, New York	Morse Diesel International 718/728-4265 Robert Schwartz	Furnish and erect 941T of structural steel, metal deck and shear stud connectors for a 500 cell prison.	\$2.0-million
Westchester Pavillion White Plains, New York	Gilbane Building Company 914/630-1060 Denis Beique	Furnish and erect 780T structural steel, metal deck and shear stud connectors for a two floor retail addition on top of Existing parking garage. Perform major Structural renovation of existing store.	\$1.7-million
500 Cell Addition Otis Bantum Correction Facility Riker Island, New York	Morse Diesel International 718/728-4265 Robert Schwartz	Furnish and erect 500 precast concrete cells.	\$8.4-million
500 Cell Addition Otis Bantum Correction Facility Rikers Island, New York	Morse Diesel International 718/728-4265 Robert Schwartz	Furnish and erect Building B - Pre-Engineered Building.	\$4.0-million
New York Hospital Platform expansion	Lehrer McGovern Bovis 212/746-5888	Furnish and Erect Steel Structure Supply and install concrete	\$9.0-million
Hospital for Special Surgery Steel Platform/Renovation	Barr & Barr Joe LaRocca 212/563-2330	Furnish and erect structural steel metal deck, grating, precast plank	\$7.0-million
1133 Avenue of the Americas New York, NY	Tishman Construction Tom Troiano 212/399-3600	Furnish and erect 135 T Steel and metal deck. Renovate/reinforce existing structure	\$ 900,000
Lincoln Triangle/Millennium Partners New York, NY	Lehrer McGovern Bovis 212/724-7300	Furnish and erect 200T structural steel and metal deck Kevin Murphy	\$ 550,000
Emergency Roof Girder Repair Grand Central Terminal New York, NY	Metro North Bernadette Vero 212/340-3000	Reinforce/repair eight overstressed roof girders over operating commuter railroad central control room	\$ 1.1-million

Scope of major projects involvement

Project Name	Construction Manager/ General Contractor	Scope of Work	Dollar Value
Grand Central Terminal Priority Structural Repairs 7929	Metro-North Brian Bell 212/340-2414	Furnish construction services to repair major New York City Landmark	\$ 5.6-million
New York Hospital FDR Tower	Lehrer McGovern Bovis Dave Haller 212/746-5888	Furnish and erect 8500 T Structural Steel, Metal Deck, and precast accent arches	\$19.1-million
Mt. Sinai Hospital Biomedical Research Building	Morse Diesel International Andy Sosa 212/987-0741	Furnish and erect 7000 T Structural Steel and Metal Deck	\$ 12.8-million
S. T. Olin Hall Renovation Ithaca, NY	Gilbane Building Company John Parrinello 607/255-6621	Furnish and erect 100 T Structural Steel, metal deck and miscellaneous metals at Cornell University	\$ 500,000
John Jay College of Criminal Justice 899 Tenth Avenue New York, New York	KM/Turner Joint Venture 212/315-0961 Peter Davoren	Furnish and erect 2,000T structural steel, metal decks and shear studs. Perform major interior/exterior Renovation work of existing structure.	\$6.2-million
Energy Control Center New York State Electric & Gas Corp. Binghamton, New York	Cowper Construction 607/729-2551 Eugene Partridge	Furnish and erect 280T structural steel, metal deck, steel joists and shear studs	\$414,000
Willow Point Nursing Home Addition Vestal, New York	Burton-Markoff Construction 607/723-3506 Ronald Trawinski	Furnish and erect 160T structural steel, metal deck, miscellaneous steel and shear studs.	\$210,000
Norwich Eaton Pharmaceutical Woods Corner Plant Building No. 99	Gilbane Building Company 607/335-5322 Jack White	Furnish and erect 360T structural steel, metal deck, steel joists and shear studs.	\$457,500
World Financial Center Battery Park Buildings "B" and "C" New York, New York	Olympia & York Develop. 212/907-9505 Jay Seligman	Furnish and erect 75,000T structural steel, shear studs; erect only metal deck.	\$85- million
Macys Department Store Albany, New York Sam Grossberg	R. L. Macy 212/560-4594	Furnish and erect 1,400T structural steel, metal deck, steel stairs and shear stud connectors.	\$2.1-million
East End Terminal LaGuardia Airport Queens, New York	Morse Diesel International 718/476-6770 Steve Pressler	Furnish and install 3,600T structural steel, metal decks and shear studs.	\$6.9-million
U.S. Postal Service General Mail Facility Queens, New York	George A. Fuller Company 718/886-0639 Andris Eiland	Furnish and install 350T structural steel joists, metal deck, shear studs for a major interior/exterior renovation project.	\$1.3-million
Madison Square Garden New York, New York	Herbert/HRH - A JV New York, New York 212/268-7090 David Llewelyn	Furnish and install 770T structural steel, metal deck for major structural interior/exterior renovation project.	\$5.5-million

Scope of major projects involvement

Project Name	Construction Manager/ General Contractor	Scope of Work	Dollar Value
Felt Forum/8th Avenue Addition Madison Square Garden New York, New York	Herbert/HRH - A JV New York, New York 212/268-7090 David Llewelyn	Furnish and install 940T structural steel, metal deck and shear studs for major structural interior/exterior renovation project. Steel and precast Demolition included in our scope of work.	\$4.5-million
PS279 Bronx, New York	Turner/Santa Fe, JV 212/584-4062 Phil Solomsky	Furnish and install 660T of steel, deck joists, studs, plus miscellaneous steel.	\$2.7-million
Swiss Bank 49th & 5th Avenue New York City, New York	Tishman Construction 212/399-3600 Robert Eckstein	Furnish and install 9,000T structural steel, shear stud connectors and erect only metal deck.	\$17-million
200 East 87th Street New York, New York	Marson Construction 718/654-2800 Tony Bochichio	Furnish and install 1,500T structural steel, metal decks and studs. Install only precast plank.	\$3.1-million
SIMA Naval Building Staten Island, New York	William L. Crow Constr. 212/594-0860 Bernard Monahan, VP	Furnish and install 900T structural steel, metal deck, purlins, and shear studs and crane rails.	\$2.4-million
Port Authority Trans Hudson Corp. Harrison & Kearney, New Jersey	Joseph L. Muscarelle/ Gemini Construction Corp.	Furnish and install 630T structural steel, roof deck and shear studs.	\$1.2-million
East Academic Building deHostos Community College Bronx, New York Frank Powell	HRH/Arawak-Joint Venture New York, New York 212/751-3100	Furnish and install 1,580T of structural steel and metal deck	\$5.5-million
Resource Recovery Facility Chester, Pennsylvania 412/384-1074 Dan Martin	Dick Corporation Pittsburgh, Pennsylvania	Furnish and install 4,500T structural steel, plus miscellaneous steel, grating and metal decking.	\$11-million
CityPlace II Hartford, Connecticut John S. Coutsouridis	Walsh Construction 203/373-7900	Furnish and install 3,200T steel, deck and studs.	\$5.8-million
Continuous Strip Caster Addition Allegheny Ludlum Lockport, New York	Voest Alpine 716/439-5363 Ernst Drab	Furnish and install 174T structural steel, floor plate, water tankage and misc. for a specialty steel mill addition.	\$600,000
Physical Education Bldg. Herbert Lehman College Bronx, New York	Lehrer McGovern Bovis 212/576-3774 Jerry Dorost	Furnish and install 1,600T structural steel, steel joists, steel pan stairs, metal deck and shear studs.	\$6.1-million

Scope of major projects involvement

Project Name	Construction Manager/ General Contractor	Scope of Work	Dollar Value
Pierpont Morgan Library Addition New York, New York	Lehrer McGovern Bovis 212/576-4000 Sandor Goldman	Furnish and erect 95T structural steel and metal deck.	\$1.0-million
SEMASS Waste-To-Energy Plant Expansion Rochester, Massachusetts	Bechtel Corporation 301/417-3508 Phil Jones	Furnish and deliver 800T structural steel, metal deck, handrail, grating, stairs and checkered floor plate.	\$2.2-million
Column and Wind Bracing Enhancements Roosevelt Field Mall Garden City, New Jersey	McLean Steel 516/248-9241 Tracey Cody	Furnish and install 30T of structural steel to reinforce existing one floor mall to accept new second floor.	\$800,000
22 Floor Addition 730 Third Avenue New York, New York	Cauldwell-Wingate, Inc. 212/916-5781 Fran Ambrosio	Furnish and erect 1,500T structural steel, metal deck, shear studs, plus major structural renovation.	\$3.0-million
American Museum of Natural History Library/Link Addition 79th St. & Columbus Ave. New York, New York	Lehrer McGovern Bovis 212/769-5771 Robert Salpeter	Furnish and install 400T structural steel, metal deck and shear studs.	\$1.0-million
Terminal Station Hammerhead and Column Modifications Newark International Airport Newark, New Jersey	Von Roll Transport Systems 201/622-0119 Doug Jory	Furnish and install 235T of weldments to support future elevated guide way.	\$600,000
S. T. Olin Hall Renovation Ithaca, NY	Gilbane Building Company John Barrinello	Furnish and erect 100 T Structural Steel, metal deck and miscellaneous	\$ 500,000
ABC Studio – 1500 Broadway	Tishman Construction	Furnish and install window frame system and sign structure with electronic components installed	\$3.8-million
Canopy and miscellaneous metals 1501 Broadway	Gabe Construction Contac – Rich vereno	Supply and erect window frame and canopy.	\$900,000
Random House – 1745 Broadway	Plaza Construction	Erect 26 floors with 2 tower cranes, erect mechanical floor from 54-56 at end of project.	\$15.0-million
AOL/Time Warner Center 10 Columbus Circle, New York	Bovis Lend Lease	Erect 25 floor of structural steel with four tower cranes	\$33-million
Family Courthouse 330 Jay Street, Brooklyn, NY	Turner Construction	Erect 35 floors of structural steel and precast with 3 tower cranes	\$21-million
Sign Structure 1547 Broadwy, New York, NY	J. A. Jones/ GMO	Erect heavy sign support frame with one tower crane.	\$4-million

Scope of major projects involvement

Project Name	Construction Manager/ General Contractor	Scope of Work	Dollar Value
Federal Courthouse Brooklyn, NY	J. A. Jones/ GMO	Erect 15 floor of structural steel and curtain wall system	\$11-million
Myers Parking Garage 44 th Street and Broadwa New York, NY	J. A. Jones/ GMO	Erect 9 floor of structural steel with a free standing tower crane	\$1.5-million
North American Indian Museum Washington DC	ADF Group	Complex structural steel	
Federal Courthouse Saint Louis,	Morse Diesel Inc.	Erecting 33 high floors of structural steel with 2 tower cranes.	
Lyric Theater 43 rd St and Broadway, New York	Structure Tone	800tons of structural steel, had to protect historical wall during erection.	\$.2-million
Roosevelt Field Mall Long Island, NY	Charles Pankow and Sons	Installed additional floor and skylights system over existing mall, 1,500 ton of structural steel	
Metropolitan Museum of Art New York, NY	Bovis	Install 1,000 ton of structural steel.	
Terminal 1 @ JFK Airport Jamaica, NY	Morse Diesel	Install 6, 000 tons of complex structural steel.	
Terminal 4 @ JFK Airport amaica, NY	Morse Diesel	Install 4,500 tons of complex structural steel.	
Madame Tusseand's Museum 42 nd Street Redevelopment New York, NY	Bovis	Install 9,000 tons of structural steel.	
Doral Hotel New York, NY	Structure Tone	Install over existing building 6 additional floors of structural steel (400 tons)	
Mr. Blacks Late Night Magic New York, NY	AJ Contracting	Erect 600 tons of structural steel.	
Atlantis Phase II Nassau, Bahamas	Jones / GMO	Erect 4,500 tons of steel for hotel towers, casino and convention center.	
Bear Sterns – 383 Madison Ave. New York, NY	Turner Construction	Erect structural steel and stairs for 45 floor high rise with three tower crane, building over 900 feet tall. Performed crane transfer about midway through the building.	\$23.0-million
New York Public Library New York, NY	Jones/GMO at start of project and Sciame	Erected structural steel and architectural stairs in expansion (court yard)	
360 Madison Avenue New York, NY	Pavarini Construction	Erected additional 5 floor above existing 20 floors building. Also reinforce	\$2.8-million

Scope of major projects involvement

Project Name	Construction Manager/ General Contractor	Scope of Work	Dollar Value
Whitehall Ferry Terminal New York, NY	Tishman Construction	existing column to carry additional load. Tower crane was freestanding on roof of existing Erected steel and stairs for new terminal. Project was divided in four phases to work around demo of existing building.	\$6.0-million
Terminal C Concourse @ JFK Airport, Jamaica, NY	VRH/Torcon	Erected structural steel for new concourse 1,500 feet long building with 2 crawler cranes.	\$3.0-million
731 Lexington Avenue Bloomberg Financial/Vornado Realty New York, NY	Bovis Lend Lease LMB	Erected 29 Floors, 23,000 tons structural steel with three tower cranes. Supplied Concrete crane to superstructure concrete contractor to place an additional 23 floors of reinforced concrete on top of our steel structure	\$ 36.0 million
Metropolitan Museum of Art 19 th Century and Greek and Roman Wings 1000 Fifth Avenue New York, NY	R C Dolner, LLC	Furnish and Install 700 Tons of Structural Steel for a landmark Art Museum Renovation	\$6.0 Million
Pierpont Morgan Library Expansion 36 th Street & Madison Avenue New York, NY	F J Scilame Construction	Furnish and Install 600 Tons of Structural Steel for a landmark atrium structure	\$4.5 Million
Maimonides Hospital Brooklyn, NY	Barr & Barr, Inc	Furnish and Install 1400 Tons of Structural steel, Pre-cast Concrete & Glass Curtain wall	\$ 8.0 Million
580 Fifth Avenue	Pavarini-McGovern	Furnish and Install 240 Tons of Structural Steel, Install Slenderwall Precast and EFIS exterior Building Panels on a 33 story elevator tower building addition	\$ 2.1 million

**Resume
Arnold Van Hees**

May, 2003 - Present	Foreman,	Torway Construction Co., Ltd Nassau, NP, The Bahamas
2001 - 2003	Erection Superintendent	DCM Erectors, Inc New York, NY
1973- 2001	Erection Superintendent Equipment Manager	Canron, Inc Toronto, Ontario & New York, NY
1967 - 1973	Crane Operator	Dominion Bridge Toronto, Ontario

Robert J. Mahoney, Jr.
Structural Ironworker Local 40 General Superintendent

Career History

1999 - Present	DCM Erectors, Inc. General Superintendent	New York, NY
1996 - 1999	American Bridge General Foreman	Pittsburgh, PA
1995 - 1996	Jersey Steel Erectors General Foreman	Highlands, NJ
1993 - 1995	Burgess Steel Foreman	Englewood, NJ
1983 - 1993	Canron Construction Corp. General Foreman	New York, NY
1976 - 1983	Ermco Erectors Foreman	Corona, NY

Professional Education

40 & 20 Hour OSHA Safety Courses -including Sub Part R Training
Certified Fire Watch & Burning
Advanced Blueprint Reading Course
Four Year Mechanical Drafting Experience

Partial List of Projects Worked on

383 Madison Avenue

New York, NY

- ◆ 45 Story, 18,000 ton High Rise Office Building for Bear Stearns
- ◆ Stair and Net Superintendent

Meyers Parking Garage

New York, NY

- ◆ 9 Floor Steel and Precast Double Tee Parking Garage
- ◆ Installed and Removed FMC 1500 Favco Tower Crane

Robert J. Mahoney, Jr.
Structural Ironworker Local 40 General Superintendent

1500 Broadway, Times Square Studios
New York, NY

- ◆ **Walt Disney Imagineering LED Sign Structure & Window Mullion**
- ◆ **Extremely Intense Building Renovation performed at night**

Rockefeller University
New York, NY

- ◆ **Cable Stayed Pedestrian Walkway Bridge and plaza/canopy renovation**
- ◆ **Night Erection of 100 ton bridge over FDR**

Williamsburg Bridge
New York, NY

- ◆ **South Outer Roadway progressive demolition of roadway and bridge deck orthotropic panels**
- ◆ **Supervised 260 employees**

125 East 57th Street
New York, NY

- ◆ **34 Floor 4500 ton Office Building, 1 Tower Crane**

Swiss Bank Tower
New York, NY

- ◆ **44 Floors, 9000 Ton Office Building**

Union County Resource Recovery Facility
Rahway, NJ

- ◆ **Boiler, Turbine, Receiving/Tipping Hall Buildings - 4500 tons**
- ◆ **Erected Structural Steel, Stairs, Handrails, Grating, Ladders**

330 Jay Street
Brooklyn, NY

- ◆ **34 Floor, 16,000 Ton Office Building, 3 Tower Cranes**

Robert J. Mahoney, Jr.
Structural Ironworker Local 40 General Superintendent

New US Federal Courthouse
Brooklyn, NY

- ◆ 17 Floor, 3500 Ton Courthouse, 2 Tower Cranes

731 Lexington Avenue
New York, NY

- ◆ 30 Floor, 23,000 Ton Composite High Rise with 20 additional concrete residential on top of steel, 3 Tower Cranes

Whitehall Ferry Terminal
New York, NY

- ◆ Three Phase replacement of existing Manhattan side of Staten Island Ferry Passenger Terminal constructed over the intersection of four existing/operating subway lines, Brooklyn Battery Tunnel, FDR Roadway Tunnel, 4500 tons, three mobile cranes

AOL/Time Warner
10 Columbus Circle
New York, NY

- ◆ Two block size site, One Tower 24 Steel Floors, Second Tower 19 Steel Floors, Middle Podium Section 9 Floor Jazz Theatre, 22,000 Tons Composite High Rise topped with 30 floors of residential reinforced concrete, Four Tower Cranes

Steve McAward
Structural Ironworker Local 40 Superintendent

Career History

1999 - Present	DCM Erectors, Inc. Superintendent	New York, NY
1995 - 1999	Canron Construction Corp. Foreman	New York, NY
1987 - 1995	Various Companies Connector, etc	New York, NY

Professional Education

40 & 20 Hour OSHA Safety Courses -including Sub Part R Training
Certified Fire Watch & Burning
Certified Welder

Partial List of Projects Worked on

Meyers Parking Garage
New York, NY

- ◆ 9 Floor Steel and Precast Double Tee Parking Garage
- ◆ Installed and Removed FMC 1500 Favco Tower Crane

330 Jay Street
Brooklyn, NY

- ◆ 34 Floor, 16,000 Ton Office Building, 3 Tower Cranes

New US Federal Courthouse
Brooklyn, NY

- ◆ 17 Floor, 3500 Ton Courthouse, 2 Tower Cranes

Jamaica Station, AirTrain
Queens, NY

- ◆ 350 Ton Three Level High People Mover Station, 1 Hydraulic Crane

Steve McAward.
Structural Ironworker Local 40 Superintendent

Four Times Square
New York, NY

- ◆ 50 Floor, 24,000 ton High Rise, 2 Tower Cranes

New York Hospital over FDR Drive
New York, NY

- ◆ 12 Floor, 15,000 ton Hospital, 3 Tower Cranes, One Heavy Lift Marine Crane

Hospital for Special Surgery over FDR Drive
New York, NY

- ◆ 6 Floor, 4,500 ton Hospital, 1 Tower Crane, One Heavy Lift Marine Crane

Planet Hollywood Sign Structures
Times Square
New York, NY

- ◆ 291 foot tall Free Standing Sign Structure
- ◆ Four Sided Crown Sign Structure @ 52nd Floor
- ◆ East Face Structure

Lyric Theater
New York, NY

- ◆ 800 Ton Historic Landmarked Theater, One Tower Crane

St. Francis College
Brooklyn, NY

- ◆ 140 Ton gymnasium addition, One Large Capacity Hydraulic Crane

Pierpont Morgan Library
New York, NY

- ◆ 600 Ton Atrium Renovation, One Tower Crane

Richard Gilbert

Career scope

- 1998 (June) - Present Health and Safety Manager, Project Management, Equipment Procurement.
1301148 {DCM Erectors Inc. (CDN) and DCM Erectors Inc (US)}
• Structural Steel Fabricator/Erector and retrofitting for High-rise, bridges or commercial buildings.
Toronto, On and New York, NY
- 1987 – 1998(June) Project manager, Estimating, Corporate Safety, Site Coordination, Site Clerk
Midwest Steel / Canron Inc.
• Structural Steel Fabricator Erector
• Toronto, ON and New York, NY
- 1975 – 1987(October) Store Manager
Montreal Stereo and Video Corp.
Montreal, St. Jerome, Tascherau, St. Laurent, Verdun
Administration, advertising, inventory control, marketing, training of franchise
- 1971 - 1975 Assistant Store Manager
K-Mart
Valleyfield, Qc, Montreal, Qc, London, ON, Stratford, ON
Inventory control, schedule, budget, and administration.

Academic

Mohawk College - Hamilton, Ontario.

1993: Technical college where I took some night courses aimed at increasing my knowledge of construction

Ecole Secondaire Edgar Hébert - Valleyfield, Québec.

1970: Grade 12.

Certifications

- 2006 New York City Building Department - Site Safety Manager – NYC License # 803 Renewal
2003 New York City Building Department - Site Safety Manager – NYC License # 803 Renewal
2002 30 Hours OSHA course
2002 Building Trade Employers Association – OSHA 300 Log
2001 Modern Group - Forklift Operator Trainer
1999 New York City Building Department - Site Safety Manager – NYC License # 803 Renewal
1999 Propane Handling Certificate of Fitness NYC #80251655
1996 New York City Building Department - Site Safety Manager – NYC License # 803
1995 30 Hours OSHA course
1995 Certified Member Workplace Health and Safety Agency # CSA000643
1995 Dupont – Safety training for construction sites.
1995 Steel Structures Painting Council – Lead Abatement
1994 30 hrs OSHA Training Course
1993 J. J. Keller – Federal Motor Carrier Safety Codes
1991 Mohawk College – Plane Surveying
1991 Ontario General Contractors Association – Planning and Scheduling.
1990 Ontario General Contractors Association – Construction Safety and First Aid.
1990 Mohawk College – Estimation and Construction Management
1989 HAZCOM (Hazardous Materials on site) Certificate
1988 Mohawk College – Welding and Blue Print Reading

On site Experience

1301148 (DCM Erectors Inc. (CDN) and DCM Erectors Inc (US)); 1998(June) - Present;

Responsibilities:

PROJECT MANAGEMENT, SCHEDULING, COORDINATION WITH CUSTOMER/
ENGINEERS/CONTRACTORS, SAFETY MANAGER, PROCUREMENT, PUBLIC RELATIONS.
Developed computerized forms/procedures for the above mentioned duties which are currently used on all projects. The different programs used were Microsoft Word, Microsoft Excel, Microsoft Project.

Also Involved In the following

Safety for all projects in the United States

Web page development – ongoing project

Internal jumping system patent for the US, Canada and Europe is ongoing (US is pending)

Connectivity between our office in Toronto, New York and South Plainfield

Present WTC-TowerOne – Structural steel for 10 floors Phase 1 – Project Management Starting December 2006
Queens Pool and Ice Rink – Cable stay curved roof. Structural Steel, precast seating, precast roof planks and 2 mast with 12 3/4 inch cables attached to each. Completed December 2006.
Maimonides Hospital Expansion – Structural steel, curtainwall, precast for 9 floors. Project Management
Brooklyn Post Office – Completion of curtainwall – Project management
Brooklyn Federal Courthouse Completion – Structural steel and curtainwall. Project management
Fulton Fish Market – Structural steel and concrete pre-stressed planks. Project management
77 South Wacker drive Chicago - Tower crane rental with internal jumping system
111 South Wacker drive Chicago – Tower crane rental with internal jumping system
WTC-Ground Zero – Removal structural steel – Safety, Project management
731 Lexington – High rise of 54 floors - Safety
Grand Central ADA Renovation – miscellaneous metals – Project management
330 Jay Street – Precast walls and structural steel 15 floors mid rise – Project management
Grand Central terminal – Service Platforms – Project management
Columbus Circle – Twin 54 floors tower – Safety, Project management team
NY Public Library Expansion – Erection – Coordination, Project Management, Safety,
Museum of Natural History – Window Washing System Installation – Safety, Project Management.
Brooklyn Courthouse – High-rise building erection – Safety, Project Management team.
Random House – Erection of High-rise – Planning, Safety, Project Management team.
Whitehall Ferry Terminal – Erection of structural Steel – Planning, Safety, Project Management.
360 Madison Avenue – Retrofitting – Planning, Safety, Project Management
Toronto Airport – Erection of structural steel – Planning, Safety, procurement of equipment.

1999 ABC-Walt Disney Imagineering – New York – Safety, Erection/ Fabrication/Expediting of LED Sign. (Done)
Planet Hollywood – 52 story sign structure- Safety, Project Management (Done)
383 Madison, - New York, NY – 47 floor Highrise occupational safety (On going)
Rockefeller University Pedestrian Bridge – Cable Stay Bridge erection – Safety, coordination (Done)
NASDAQ Sign – Structural Frame Assembly – Coordination (Done)
Discovery Camp – Nassau, Bahamas - Management and expediting (Done)

1998 Midway Airport Terminal - Chicago - On site Coordination
Goodmans Bay Office Bldg,- Nassau - Estimating, project management, safety

Scope of major project involvement

British Colonial Hotel – Nassau - Estimating, project management, safety
Atlantis II Phase II – Paradise Island - Site coordination, administration, safety
Setting up new offices for ADF Steel Corp. in Toronto

Midwest Steel / Canon Inc.: 1987 - 1998 (June):

Responsibilities:

PROJECT MANAGEMENT, ACCOUNTS PAYABLE AND RECEIVABLE, FILING, SITE SAFETY COORDINATOR, PROCUREMENT, PUBLIC RELATIONS, TIME KEEPING:
Developed computerized forms/procedures for the above mentioned duties which are currently used on all other projects. The different programs used were Microsoft Word, Microsoft Excel and Macdraw.

On site Experience:

1998	Yerba Buena Sony Center Rehabilitation CN Bridge Fort Erie	- Project management, Safety. - Project Management, Safety.
1997	Lyrle Theater NYC Yerba Buena Sony Center	- Estimating, take-off, sales, project management, Safety. - Project management, Safety.
1996	Setting up a new office for Midwest Steel in Oakville, Niagara falls Casino Lyrle Theater NYC Yerba Buena Sony Center	- Estimating, take-off and sales. - Estimating, take-off, sales, project management, Safety. - Estimating, take-off, sales.
1995	Occupational Health and Safety Project management. Telecom Building	- Overseeing all construction projects in East Coast Canada and United States. - Putting together a project management manual (with a team) for standardization of forms and procedures. - Buenos Aires, Argentina – arranging for sending five iron worker on a high rise project for teaching local workers the erection procedures such as rigging, sequencing, plumbing and safety.
1994	Occupational Health and Safety Project management. Intercontinental Building	- Overseeing safety for all construction projects in East Coast Canada and United States. - Putting together a project management manual (part of team) for standardization of forms and procedures. - Buenos Aires, Argentina – arranging for sending five iron worker on a high rise project for teaching local workers the erection procedures such as rigging, sequencing, plumbing and safety and project management
1993	Head Office Rexdale Project management. Below is work done with Burlington Steel while on temporary layoff from Canon. Standard Tube, Woodstock Coating 85, Mississauga A. G. Simpson, Oshawa	- Overseeing safety for all construction projects in East Coast Canada and United States. - Putting together a project management manual (with a team) for standardization of forms and procedures. Part of working crew, surveyor, safety rep. - Installing a new oven and parts washer system for production line. - New plating line installation and some maintenance work. - New plating line installation and some maintenance work.

Scope of major project involvement

1992	Ivaco, Hawkesbury Valleyfield, Québec Ford, Oakville	- Overhead Crane Rails Repair Project Manager. - Negotiate in French with potential subcontractors for possible work coming. - Roof Reinforcing- Project Management and Health & Safety Rep.
1991	#9 Flash Furnace, Inco, Sudbury Cold Mill, Dofasco, Hamilton	- Project management and Health & Safety Rep. - Project management.
1990	Cold Mill, Dofasco, Hamilton	- Project management. - Rehabilitation of #3 Ore Bridge - Administration.
1989	Over & Under Pinning, Inco, Sudbury Maint. #1 & #2 Melt Shop, Dofasco	- Administration. - Administration.
1988	#3 Galvanizing Line Dofasco, Ham.	- Administration.
1987	Container Crane, Montreal	- Administration.

HOBBIES:

Reading in French and English, building/refinishing objects in wood/metal using some hand or power tools. Occasional camping. I also like to listen to various type of music from pop rock to classical. Being a homeowner I do most repairs such as electrical, plumbing or mechanical myself. Like travelling and have been in Europe (France and England), Argentina, Bahamas and United States.

Kevin Murphy
Structural Ironworker Local 40 Superintendent

Career History

1999 – Present	DCM Erectors, Inc. Superintendent	New York, NY
1995 – 1999	Canron Construction Corp. Foreman	New York, NY
1987 – 1995	Various Companies Connector, etc	New York, NY

Professional Education

40 & 20 Hour OSHA Safety Courses –including Sub Part R Training
Certified Fire Watch & Burning
Certified Welder

Partial List of Projects Worked on

DCM Erectors, Inc.

New York Times Building, New York, NY
54 Floor High-rise, erected with 3 Tower Cranes.

Maimonides Medical Center, Brookly, NY
Started this 9 story structural steel, deck, precast and curtain wall expansion. All components to be erected with a free standing tower crane

Fulton Fish Market, Hunts Point, NY
Structural steel and precast planks
Erected with 2 crawler cranes, had to meet FAA regulations

Columbia University, New York, NY
Erected an 11 story structural steel and deck structure for a mid-rise building with an internal jumping tower crane.

White Hall Ferry Terminal, New York, NY
Public building erected in four phases over three years.
Erected over the Battery Tunnel with crawler or hydraulic cranes

WWF – 1601 Broadway, New York, NY
Field preparation to erect large component of sign structure over sidewalk.

4 Time Square, New York, NY
Sign structure at roof of building

ABC Studios on Time Square –
Complex Sign Structure erected at night in large components.

Meyers Parking Garage, New York, NY
9 story structure with precast concrete planks, erected with a free standing tower crane.

Planet Hollywood – Broadway, New York, NY
Erected a 15 story super sign structure plus roof sign structure with tower crane.

Random House, New York, NY
Structural steel structure for the first 27 floors, erected with two internal jumping tower cranes.

Prior companies

1998 to 1999 – In crew (raising gang, signalman or connector) with Falcon Steel.

1996 to 1998 – Foreman for American Bridge.

1994 to 1996 – Decking Superintendent or foreman for Interstate Iron

1986 to 1994 – A. C. Associates as deck foreman.

1981 to 1994 – Various companies in the crews.

Specific Training for Steel Erection

2004 – 30 Hours OSHA Safety Course

2002 – 10 Hours OSHA Safety Course

2001 – Sub-Part "R" Training.

2000 – Iron Workers "User/Erector/Dismantler Training Course" (Scaffold).

Construction Fire Guard - Certificate of fitness by NYFD

Torch Handling – Certificate of fitness by NYFD

Zoom Boom and Scissor Lift training by United Equipment.

Education

Graduated from College in 1986 with a BA degree.

Michael P. O'Doherty, P.Eng

(Ex. 1)

CAREER OBJECTIVES

Continued involvement in medium and large scale **Bridge and Structural Projects** where I can continue to utilize and expand my engineering, construction, and management experience.

SUMMARY OF QUALIFICATIONS

- Professional Engineer, Province of Ontario, Canada since 1995.
- Design experience in structural steel for new and temporary structures, reinforcing, and construction / erection methods. Experience in the application of cables, wire rope, pre stressing strands, and post tensioning rods to the solution of specialty construction problems.
- Computer literate - proficient in Primavera SureTrack & Microsoft Project (Construction Scheduling), STAAD Pro 2001 (Structural Analysis), AUTOCAD (Structural Detailing) as well as word processors, spreadsheets, graphics and database applications.
- 16 years of involvement in large, medium, and small-scale construction projects acting as an Engineer, Project Manager and Superintendent dealing with a variety of owners, contractors and union labor.
- Experience in developing and negotiating contract claims, extras, payments and schedules.

PROFESSIONAL EXPERIENCE

Engineering

- Construction Engineer – Various High Rise Projects in NYC including **731 Lexington Place, AOL Time Warner Center, Random House & the Metropolitan Museum of Art**. Responsibilities including Tower Crane & Derrick installations, stability analysis for construction, member & connection design.
- Construction Engineer – Various Projects including the **Terminal Development Project** for GTAA. Developed erection procedures for new steel construction including subassembly, transportation & erection of the new control tower.
- Construction Engineer - **Triborough Bridge Prototype Deck Replacement**, New York, N.Y. Develop construction methodology for 3 types of deck replacement for Authority's performance evaluation.
- Construction Engineer -various projects for Midwest Steel / Canron Construction's New York Office including false work for an external tower crane at **Reuters Building (3 Times Square)**, the erection procedure for the removal of an internal tower crane at **42nd Street Development (Madame Toussaud's)**.
- Site Engineer - **2nd Bluewater Bridge**, Point Edward, Ontario, Canada. Continuous Tied Arch- ½ Span 226m, 3,500 tonne International span involving cable stayed false work and cantilevered construction methods. Flanking and Approach spans consisted of 162m and 200m of Open box girder construction. Construction planning, design and implementation.
- Site Engineer - **Corel Center**, Ottawa, Ontario, Canada. Field modifications to new structural steel stadium roof, fast track construction.
- Construction Engineer - various projects for Midwest Steel / Canron Construction's Toronto Office involving Ironworker, Boilermaker & Pipe-fitter trade jurisdictions including. **Stelco PCI Modification** - Erection of ductwork and support steel and **St. Lawrence Cement** - Design of personnel support system for modifications to 180m (600 ft) chimney / exhaust stack.
- Other Projects have included;

- **New York Hospital** - Connection Design, planning stages for erection of 700 ton panels.
- **INCO SO2AP Phase 2** - Modifications to existing structural steel.
- **Hibernia - Erection Hall** - 3,000 tons new steel, site engineer and surveyor
- **Toronto Airport Hilton** - Reinforcing existing concrete structure.
- **INCO SO2AP Phase 1** - Field engineer - Modifications to new and existing steel. False work and connection design. Erection and rigging layouts.
- University cooperative work term assignments have included.
 - Marshall Steel Erectors - **Algoma Steel**, Sault Ste. Marie, Ontario.
 - Marshall Steel - Estimating department
 - Marshall Steel Erectors - **Sydney Steel Modernization**, Sydney, Nova Scotia
 - Ministry of Transport (Ontario) - **Bridge Design Group** - Reinforced Concrete Bridge Design utilizing Finite Element Analysis.
 - Ontario Hydro - **Darlington N.G.S.**, Design and Construction Division. Design Exposure to Structural Steel and Concrete (Reinforced, Pre stressed and Post tensioned concrete design.) in a Nuclear Containment Environment.

Project Management

- **Project Manager - Triborough Bridge Anchorage Rehabilitation.** Responsible for Cable / Strand re-anchoring, structural steel reinforcement and rehabilitation. Extras increased contract value by 40 % and returned 35 % margin.
- **Project Manager - Triborough Bridge Prototype Deck Replacement.** Responsible for finishing the contract and developing the factual, engineering and legal basis for a substantial claim for compensation.
- **Project Manager - Humber River Bridge** - Responsible for taking over the first phase of the project and bringing it back on schedule and budget.
- **Scheduler** - Various Projects including **Terminal 4 Pearson International Airport**, Reuters Building (3 Times Square), and 745 Seventh Ave (50 story, 7,000 tons).

Supervision

- **General Superintendent - Triborough Bridge Anchorage Rehabilitation.** Responsible for finishing an overdue and over budget project expediently at minimal cost. Negotiate sub contracts, union conflicts, pay quantities and schedule extensions.
- **General Superintendent - Triborough Bridge Prototype Deck Replacement.** Responsible for implementing construction methodology and completing the project while developing improvements and changes to increase efficiency and lower costs for future Authority projects.
- **General Superintendent - Piccioni Bros. Construction.** General contracting works with emphasis on road, water main and sewer construction.
- **Ironworker Superintendent - Hibernia Development Project.** Responsible for completing the erection and bolting of a 3000 ton building.

EMPLOYMENT HISTORY

2000-Present	DCM Erectors Inc.
1995-2000	CANRON Construction Corp (a division of Midwest Steel Inc)
1994-1995	Piccioni Bros. Construction
1990-1993	CANRON Inc.

EDUCATION

Awarded **BASc. Civil Engineering Department**, University of Waterloo, 1990, Waterloo, Ontario
 Major Course of Study - Structural Engineering -Minor Course of Study - Business Administration

John James Salvarinas, P.Eng.

Profile

A well-organized, motivated, creative, team-oriented individual, with extensive experience in contract management, negotiating, marketing, sales, procurement, manufacturing, distribution and construction. Has held senior managerial positions in the steel fabrication industry and has been self-employed in the food packaging industry.

A forward-thinking, down-to-earth individual with a common sense approach to problem solving. Outgoing, confident and relates well with others. Focuses on priorities and is diligent in his work habits. Adapts well to new situations. A person with integrity and high moral standards.

Experience

2004 - Present

John J. Salvarinas Inc.

Contract position for engineering and project management consulting with AMEC Construction Management Inc., New York, and DCM Erectors Inc., Toronto, specifically for the New York Times Project, New York.

2003 – 2004

Director - Sales & Projects, Walters Inc.

Performed all duties related to market development for fabricated steel products in New York State. Pursued leads, reviewed tender documents, determined course of action, reviewed estimates, determined pricing, and prepared and presented sales submissions.

2002 – 2003

Director – Sales & Projects, Structural-Walters LLC

Performed all duties related to market development for fabricated steel products in New York City. Pursued leads, reviewed tender documents, determined course of action, reviewed estimates, prepared and presented sales submissions, and determined pricing.

2001 – 2002

Manager, Sales & Project Management, New York Region Canron East, a Division of Canron Corporation Inc.

In addition to the responsibilities of sales and marketing, specifically in New York City as outlined below, coordinated individual Project Managers for the \$100 Million US of sales already generated. This included reviewing schedules, reviewing and awarding sub-contracts, coordinating work with other department managers, reviewing impact of changes, reviewing and setting pricing for changes, negotiating changes, and maintaining a positive cash flow for each contract. Projects included: 7 Times Square, 300 Madison Avenue, NY Presbyterian Children's Hospital, Sloan-Kettering Hospital Addition, Toys R US @ Times Square, 7 WTC Steel Removal and the Winter Garden Reconstruction.

- 2001** **Sales Manager, Carron Construction Corp. East**
Pursued leads, reviewed tender documents, determined course of action, reviewed estimates, prepared and presented sales submissions, determined pricing, negotiated and signed contracts. Sales volume exceeded \$100 Million US, all in New York City. Some of the specific projects are listed above.
- 1988 – 2001** **Vice-President & General Manager, Prespa Foods Company Ltd.**
Procured, manufactured, distributed and merchandized a complete line of spices and legumes retailed in the Oshawa-Toronto-Cambridge corridor. Responsibilities included negotiating all raw material contracts, negotiating and awarding all sub-contracts, setting and maintaining production requirements and controls, negotiating retail pricing structures, establishing labour requirements and coordination of all financial functions.
- 1983 – 1988** **Project Manager, Frankel Steel Limited**
Responsible for the day-to-day project management functions for several structures in Toronto and New York City. Individual contract values ranged from \$500,000 CDN to \$38 Million US. Most notable: 7 World Trade Center, New York, 60 Wall Street, New York, 17 State Street, New York, Towers-on-the-Park, New York and the SkyDome Hotel, Toronto.
- 1980 – 1983** **Regional Manager, Canadian Institute of Steel Construction**
Promoted the use of steel as a construction material in the Ontario market place. Maintained a liaison with member companies, as well as with architects, consulting engineers, contractors and government agencies across the Province of Ontario. Made presentations at regional and national conferences and to University and College students on the use of steel as a construction material, and on structural steel systems.
- Publications** **Seven World Trade Center New York, Fabrication and Construction Aspects:**
Canadian Structural Engineering Conference, Vancouver, British Columbia, February 1986
- Memberships** Member, Professional Engineers Ontario
- Education** **Master of Applied Science, University of Toronto, 1977**
Department of Civil Engineering
- Bachelor of Applied Science, University of Toronto, 1975**
Department of Civil Engineering
- Interests** Travel, golf, tennis and cycling
- References** Andres Sosa AMEC Const. Management 212-484-0300
Hugh Krentz Canadian Institute of Steel Const 403-605-1101
Dave Pisacrita Metropolitan Metals Corp., NY 212-563-7177
Peter Kranendonk Walters Inc., Hamilton 905-388-7111

DAVID CHARLES STRINGER

**PRESIDENT, DAVID C. STRINGER ENGINEERING INC.
STRUCTURAL ENGINEERS**

Telephone : (Ex. 1)

Fax:

e-mail:

ACADEMIC BACKGROUND AND AWARDS

B.A.Sc. (Civil Engineering), University of Toronto

B.A. (Art History), Carleton University, Ottawa

M.Sc. (Structural Engineering), University of Manchester, U.K.

Ph.D., University of Manchester, U.K. (Research Specialty: Elastic-Plastic Stability of Steel Structures)

Professional Engineers of Ontario Gold Medal for Academic Achievement
Commonwealth Scholarship

PROFESSIONAL EXPERIENCE

1991 to present **Self Employed**

President of David C. Stringer Engineering Inc., Structural Engineers.

Clients and contract assignments from 1991 to present include:

- **McGill University, Montreal** - Adjunct Professor, Civil Engineering (1991 to 2002)
- **Dominion Bridge, Quebec** - Design of industrial building at Tracy, Quebec.
- **Dominion Bridge, Ontario** - Aeroelastic instability study for launching of Duffin Creek box girder bridge.
- **American Iron and Steel Institute, Washington, D.C.** - Review of design of standard plate girder bridges to AASHTO Code
- **Dominion Bridge, Quebec** - Finite element analysis of pressure vessels.
- **Structuras, Montreal** - Stability analysis for a new steel roof for the Olympic Stadium, Montreal.

- **Hayes Stuart Inc., Montreal** - Inspection of a suspension bridge damaged by a ship collision at Prescott, Ontario.
- **Gas Bleu Propane, Valleyfield** - Feasibility study into the use of the La Prade heavy water towers for butane storage.
- **Canadian Institute of Steel Construction** - Lectures on bridge design in cross-Canada seminars.
- **Canron Construction West Inc., Vancouver** - Erection engineering for roof of GM Place sports arena, Vancouver.
- **Bombardier Ltd., Montreal** - Finite element analysis of bogie structures for passenger trains.
- **Canron Construction Services East, Toronto** - Erection engineering for new terminal building at JFK Airport, New York City.
- **Canron Construction West Inc., Vancouver** - Launch study for box girder bridge across the Athabasca River, Alberta.
- **Midwest Steel Inc., Detroit** - Design of crane support steel for erection of high rise office building in St. Louis, Missouri.
- **Midwest Steel Inc., Los Angeles** - Erection engineering study for roof of New Pacific Northwest Baseball Park, Seattle.
- **Midwest Constructors Corp., Toronto** - Reinforcement of trusses for General Motors, Oshawa and Ford, Oakville.
- **Midwest Constructors Corp., Toronto** - Erection engineering study for Third Lane Project, MacDonald Bridge, Halifax.
- **Dominion Bridge, Quebec** - Erection engineering study for rehabilitation of First Blue Water Bridge, Sarnia.
- **Public Works and Government Services Canada, Ontario Region** - Fatigue analysis and inspection of LaSalle Bascule Bridge, Kingston.
- **Canron Construction Services East, Toronto** - Erection engineering for high-rise steel frame for Baruch Academy, New York City.
- **Canron Construction Services East, Toronto** - Erection engineering for high-rise steel frame for 42nd Street Development, New York City.
- **Canadian Institute of Steel Construction** - Preparation of material for seminars on bridge design to new Canadian bridge code.
- **Canron Construction Services East, Toronto** - Erection engineering for high roof steel of Terminal One, Greater Toronto Terminal Authority.
- **American Iron and Steel Institute** - Verification of software for design of short span bridges to new Canadian code.
- **Canron East** - Connection design and erection engineering for City Place Bridge, Toronto.
- **Canron East** - Erection engineering for high-rise steel frame for Times Square, New York City.
- **Canadian Institute of Steel Construction** - Lectures on bridge design in cross-Canada seminars.
- **Canron East** - Construction engineering for the rehabilitation of the Winter Garden, World Financial Center, New York City.

- **DuPont Canada Inc.** – Consultation on connection design of steel industrial building
- **Canadian Institute of Steel Construction** – Preparation of the Commentary for CSA Standard S16 – 01
- **Canron East** – Construction engineering for rehabilitation of acid plant for Inco, Sudbury
- **McCormick Rankine Corporation** – Review of repair procedure for damaged bridge girder
- **MRDC Operations Corporation, New Brunswick** – Feasibility study for retrofit of highway bridge to extend the fatigue life
- **Canadian Nuclear Safety Commission, Ottawa** – Review of assigned CSA Codes and Standards for use in the design of advanced CANDU reactors
- **Ministry of Forests, British Columbia** – Consultation on the stability requirements for mono-symmetric plate girder bridges
- **MIG Structural Steel** – Connection design for shopping mall building
- **University of Toronto** – External examiner for PhD thesis on curved box girder bridges
- **Blenkhorn-Sayers Structural Steel Corp.** - Erection engineering for Pier F of Terminal One, Greater Toronto Terminal Authority
- **Walters Inc.** – Consultation on connection design for arch bridge
- **G & P Welding and Ironworks Ltd.** – Review of issues related to truss bridge erection
- **Midwest Steel Inc., Detroit** - Erection engineering study for terminal building at Indianapolis Airport
- **Ross Contractors & Engineers, Sarnia** – Erection procedure for highway bridge.
- **Blenkhorn-Sayers Structural Steel Corp.** – Investigation of a beam failure
- **DCM Erectors Inc., New York, Toronto** – Connection design for Goldman Sachs Building, New York City
- **DCM Erectors Inc., New York, Toronto** – Construction engineering for Northwest Science Building, Columbia University

1988 to 1991 **Dominion Bridge, Quebec**

Senior Structural Engineer

Duties: Supervisor of the Structural Engineering Department which was engaged in the design, fabrication and erection of commercial buildings, mill buildings, aircraft hangars, fixed bridges, moveable bridges, hydraulic gates, pressure vessels and storage tanks. Also responsible for supervising the design of connections for all structures fabricated by the Company's Quebec Division.

Alouette Turn-Key Project at Sept-Iles, Quebec: responsible for the conceptual and detail design of building and conveyor structures and for coordinating the structural engineering with other engineering disciplines.

1987 to 1988 **Dominion Bridge, Ontario**

Senior Project Engineer - Toronto SkyDome Erection

Duties: responsible for erection engineering of the roof of the SkyDome Stadium in Toronto. Duties also involved the writing of computer software and a computer analysis to check the design of the roof.

1978 to 1987 **AMCA International Ltd.**

Senior Project Engineer, Corporate Engineering, Ottawa

Duties: to provide specialised engineering expertise to the large group of companies forming AMCA International Ltd.

Senior project engineer on the following contracts:

- Queensboro Bridge, New York City:- experimental stress analysis using the hole-drilling method.
- Nipawin Hydroelectric Station, Saskatchewan:- design of spillway and intake gates.
- Clyde Iron, Duluth:- investigation into fatigue failures of stevedoring cranes.
- Alcan Aluminum, Kitimat:- design of structures for crane-transfer facility.
- Delta Hotel, Calgary:- design of multi-storied staggered truss building.
- CN Rail, Cisco Bridge, British Columbia:- inspection, evaluation and rehabilitation of fire-damaged railroad arch bridge.

Duties also included the investigation of structural failures and representing the Company as an expert witness in litigation cases.

1972 to 1978 **Dominion Bridge Ltd., Montreal**

Project Engineer, Corporate Engineering

Duties: to provide specialised engineering assistance to the various branches of the Company.

Project engineer on the following contracts:

- Hydro Quebec, James Bay:- design of structures for LG2 Diversion.
- Saskatchewan Power, Poplar River Station:- erection stability analysis of multi-level industrial complex.
- Atomic Energy of Canada Ltd., LaPrade Heavy Water Plant:- design and finite element analysis of tall cylindrical pressure vessels.

PROFESSIONAL AFFILIATIONS AND COMMITTEES

Member of the Association of Professional Engineers of Ontario

Member of the Order of Engineers of Quebec

Member of the Canadian Standards Association S16 Committee on Steel Structures for Buildings (1976 - 1991).

Member of the Structural Stability Research Council (1974 - 1991).

Chairman of the Fire Protection Committee of the Canadian Steel Construction Council (1983 - 1991).

Chairman of the NRC/CSCC Steel Fellowship Committee (1983 - 1991).

PUBLICATIONS

1. Stringer, D.C., **The Elastic-Plastic Stability of Restrained Columns**, Structural Stability Research Council Conference, Pittsburgh, 1979.
2. Stringer, D.C., **Fabrication for Hydro Power Projects**, Canadian Hydro-Electric Technology Mission to China, Beijing, 1979.
3. Stringer, D.C., **Staggered Truss and Stub Girder Framing Systems in Western Canada**, Canadian Structural Engineering Conference, 1982, Vancouver.
4. Stringer, D.C., **Stability of Slender Columns with Minor Axis Restraint and End Plasticity**, M.R. Horne Conference, Manchester, England, 1983.
5. Stringer, D.C., **Evaluation and Restoration of Fire-Damaged**

Railroad Bridge, World Trade Center, New York City, 1988.

6. Chakravarti, A. and Stringer, D.C., **Residual-Stress Distribution as a Result of Flame-Straightening Procedure**, Experimental Techniques, October, 1988.
7. Stringer, D.C., **SkyDome Roof Fabrication and Construction**, Engineering Digest, Vol.35, No.3, June 1989.
8. Stringer D.C., **Innovation in the Design of Structural Systems for Buildings in Canada**, International Conference at Vilnius Technical University, Lithuania, February 1992.
9. Stringer, D.C. and Schneider, J.J., **Erection of the SkyDome Roof**, IASS-CSCE Congress, Toronto, July 1992.
10. Stringer, D.C. and Lie, D.T., **Assessment of the Fire Resistance of Steel Hollow Structural Section Columns Filled with Plain Concrete**, IRC Internal Report, National research Council of Canada, Ottawa, April 1993.
11. Stringer, D.C., **Fire resistance of Concrete-Filled Hollow Structural Steel Columns**, Third International Conference at Vilnius Technical University, Lithuania, May 1993.
12. Lie, T.T. and Stringer, D.C., **Calculation of the Fire Resistance of Steel Hollow Section Columns Filled with Plain Concrete**, Canadian Journal of Civil Engineering, Vol. 21, No. 3, June 1994.
13. Fraser, T.P. and Stringer, D.C., **Roof Fabrication and Construction of the "Rose Garden" and "G.M. Place" Arenas**, CSCE Annual Conference, Edmonton, May 1996.
14. Fraser, T.P and Stringer, D.C., **Fabrication and Erection of Steel Roofs for Sport Arenas**, AISC National Steel Construction Conference, Chicago, May 1997.
15. Stringer, D.C. and Lebet, J.P., **Bridge Erection over Canadian Ice and in the Swiss Alps**, North American Steel Construction Conference, Montreal, April 2005.

RESUME

Juan (John) J. Kozurno

Date of Birth: March 28, 1943

Education: Public and Technical High School in Argentina
Graduate University of La Plata, Buenos Aires,
Argentina, Metallurgical Eng.

Non Destructive Testing Certificates
Buenos Aires, Argentina,
Radiography
Ultrasound
Magnetic Particle

Employment History:

2006 – Present Fabrication, DCM, Toronto, Ontario.
2003 – 2006 Operation Manager, Azimuth Three Enterprises Inc. Brampton, Ontario
1995 – 2003 Chief Inspector and Safety Coordinator, **Canron Construction Corp.** East
Toronto, Ontario
1994 - 1995 Project Assistant - Argentina Project - **Canron Inc.** Argentina / Mexico
1990 - 1994 Plant Manager - **Canron Inc.** Toronto, Ontario
1989 - 1990 Shop Office Manager - **Canron Inc.** Toronto, Ontario
1981 - 1989 Chief Inspector - **Canron Inc.** Toronto, Ontario
1979 - 1981 Assembly Supervisor - **Canron Inc.** Toronto, Ontario
1977 - 1979 Welding Leadhand - **Canron Inc.** Toronto, Ontario
1974 - 1977 Fitter First Class, CNC Programmer - **Canron Inc.** Toronto, Ontario

Relevant Experience: 33 years experience in steel fabrication, including assembly, welding, numerical control programming, estimating, quality control, supervision and management.

Additional Certification: Industrial Accident Prevention Association-Certificate of Training Level III, Canadian Welding Bureau-Welding Supervisor Certification

GREGORY VIDGOP, P.E.

Phone: (Ex. 1)
Fax:

EXPERIENCE:

July 2006 to Date

The Davis Group – DCM Erectors / MRP

New York, NY - South Plainfield, NJ

Principal Structural Engineer

Responsible for structural analysis and design of steel framing elements and its connections, review of engineering standards and calculations, shop standards and drawings.

Projects: Goldman Sachs, New York, NY
Flushing Town Center, New York, NY
WTC. Freedom Tower, New York, NY
Columbia University N-W Science BLDG, New York, NY

2003 to 2006

Thornton-Tomasetti

New York, NY

Senior Project Engineer

Responsible for successful project execution providing documenting, reporting of activities and field problem solving; lead multidiscipline team to successful project completion and maintain team flexibility in response to aggressive time schedules within a potentially changing environment. Responsible for strong customer relations and communication.

Projects: Pler 79 Ferry Terminal, New York, NY
Saint John's University, New York, NY
Sport-Entertainment Complex, Moscow, Russia
87-Story Federation Tower, Moscow, Russia

1997 to 2003

Foster Wheeler USA Corporation

Clinton, New Jersey – Power & Fired Heaters Dept.

Senior Structural Engineer

Responsible for structural analysis and design of steel and concrete structures for new construction, additions and building rehabilitation for heavy industrial buildings and open structures (power generation, pharmaceutical and petrochemical industry), utilizing structural software and graphic applications: **STAAD/Pro, ETABS, SAP 2000, RAM Steel, SAFE, Foundation 3D, Mat 3D, Frame Works Plus, Enercalc, Microstation and AutoCAD (rel. 12-2006).**

Projects: University of Minnesota, SE Power Plant.
St. Paul Power Plant, Minnesota.
Bristol Myers Squibb, New Jersey.
Sincor – Delayed Coker Unit, Venezuela, Citgo - Fired Heaters,
Syncrude Fired Heater– Canada.

1994 to 1997

EJ Associates

East Orange, New Jersey

Structural Engineer

Provided structural static and dynamic analysis (2D and 3D analysis, FEA), calculations and design of major steel framing and building elements (pharmaceutical and petrochemical industry):

- columns, trusses, joints, girders and beams, composite floor deck, walkways.
- roof top unit and equipment platforms, pipeline supports, racks and bridges:

Projects: Merck & Co., Morton Chemical Co., Betz Laboratories, Cabot, Bristol-Myers Squibb Co., Church & Dwight Co., Givaudan-Roure Corp.
CPC International, Nestle & Co., Bell Atlantic Mobile.

Gregory Vidgop – RESUME – PAGE 2

EXPERIENCE:

1991 to 1994

Laurencelle Engineering P.C.
Springfield, New Jersey
Structural Engineer

Provided structural analysis and design of steel and concrete structures:

Projects: JFK International Airport – Admiral's Club
Newark International Airport – Terminal "B", "B-2" Connector

1977 to 1990

A/E Consulting Co., International Dept.
Ukraine
Structural Engineer

Responsible for structural analysis, steel and concrete design, using pre-engineered building systems for low-rise and multistory nonresidential structures, precast prestressed concrete (long span elements). Provided international assistance according to local standards, codes and requirements.

Designed foundations and framing of Steel Mills in India, Nigeria and Yugoslavia; foundations and pipe supports for St. Petersburg Nuclear Power Plant.

COMPUTER EXPERIENCE:

Acquainted with Windows environment.

Structural Analysis and Design:

STAAD/Pro, Ram Structural System, SAP 2000, ETABS, SAFE, CSTRAD-3D (FEA), PCA Programs, CRSI-Piles Analysis and Design, FWC E1033-Dynamic Analysis, DESCON Connection Design, Mat 3D, Foundation 3D, Enercalc

Graphics:

Frame Works Plus (rel. 7.1) – "INTERGRAPH" certified
Microstation, Smart Sketch.

AutoCAD (rel. 12-2006) incl. 3D Design

Other:

Microsoft Office, Lotus Applications

PROFESSIONAL AFFILIATIONS:

Licensed Professional Engineer in the State of NY, DE
Member of American Institute of Steel Construction (AISC)
Member of American Concrete Institute (ACI)

EDUCATION:

1991

Manhattan Technical Institute
Civil Engineering Training Program
New York, NY

1980 to 1984

Building Structures Research Institute
Ukraine
Degree: M.S. in Structural Engineering

1972 to 1977

College of Civil Engineering
Ukraine
Degree: B.S. in Civil Engineering

REFERENCES:

Available upon request.

Jeff Gannett

Career scope

- 03/1999 to Present Vice President-Sales & Administration
DCM Erectors, Inc (US & Canada)
New York, NY and Toronto, ON
- 06/1998 to 02/1999 Sales
ADF Steel Corp (Canada) & ADF Steel Corp. (US)
Toronto, ON and New York, NY
- 1996 - 1998 Senior Sales Manager
Midwest Steel Inc. – Detroit, MI
Preformed Sales function for Largest US Steel Erectors
- 1986 – 1996 District Sales Manager
Canron Inc. – Conklin, NY
Supervised 4 employees and coordinated quotations with Construction Dept.
- 1976 – 1986 Project Sales Representative
Cives Steel Company – Conklin, NY
Sales, Estimating, Contract Management for Industrial and Commercial Structures
- 373 - 1976 Project Sales Coordinator
Harris Structural Steel Inc. – South Plainfield, NJ
Bridges (fixed & movable) Commercial Structure Sales
- 1971 – 1973 Purchasing Department Expediter
Bethlehem Fabricators Inc. – Bethlehem, Pennsylvania
Structural and Carcarrier Division

Academic

- BA, Temple University, Philadelphia, Pennsylvania (1971)
- A.S. Industrial Technology Mechanical Emphasis, Broome Community College, Binghamton, NY. (1985)



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Prequalification Item No.: *2.4 Financial Statements*
RFP/Contract No.: W0TC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
December 12, 2008

DAVIS GROUP OF COMPANIES
CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2006 and 2005

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To the owners of the
Davis Group of Companies:

We have reviewed the accompanying consolidated balance sheets of the Davis Group of Companies as of December 31, 2006 and 2005, and the related consolidated statements of income, equity and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of the Davis Group of Companies.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in conformity with generally accepted accounting principles.

Amper, Politziner & Mattia, P.C.

August 24, 2007
New York, New York

DAVIS GROUP OF COMPANIES
CONSOLIDATED BALANCE SHEETS
DECEMBER 31,

ASSETS

	<u>2006</u>	<u>2005</u>
Current Assets		
Cash	\$ 351,562	\$ 2,305,462
Accounts receivable, net	16,682,095	11,665,780
Insurance settlement receivable	3,987,620	4,092,238
Costs and related estimated profits in excess of billings	14,442,169	9,657,758
Due from related party	3,104,728	1,625,487
Due from shareholders and related parties	137,002	129,740
Other receivables	46,803	50,078
Investment in joint venture	226,349	111,941
Prepaid expenses	415,214	174,456
	<u>39,393,542</u>	<u>29,812,940</u>
Property and Equipment, net	<u>2,087,629</u>	<u>1,351,663</u>
Other Assets	<u>46,400</u>	<u>67,299</u>
	<u>\$ 41,527,571</u>	<u>\$ 31,231,902</u>

LIABILITIES AND EQUITY

Current Liabilities		
Bank overdraft	\$ 327,488	\$ -
Bank indebtedness	14,983,501	10,887,347
Current portion of long term debt to GE Capital	938,819	750,000
Accounts payable	10,831,757	3,749,988
Accrued expenses	299,001	608,675
Due to shareholders and related parties	2,731,512	3,426,762
Income taxes payable	299,357	184,000
Deferred income taxes	1,596,000	1,637,000
	<u>32,007,435</u>	<u>21,243,772</u>
Long-Term Debt to GE Capital, net of current portion	<u>1,337,534</u>	<u>1,937,500</u>
Equity		
Members' equity	913,249	971,748
Common stock	4,628,957	4,628,957
Retained earnings	4,970,221	5,971,061
	<u>10,512,427</u>	<u>11,571,766</u>
Total Controlling interest	<u>10,512,427</u>	<u>11,571,766</u>
Non-controlling interest in subsidiary	<u>(2,329,825)</u>	<u>(3,521,136)</u>
Total Equity	<u>8,182,602</u>	<u>8,050,630</u>
	<u>\$ 41,527,571</u>	<u>\$ 31,231,902</u>

See accompanying notes to consolidated financial statements and accountants review report.

DAVIS GROUP OF COMPANIES
CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31,

	<u>2006</u>	<u>2005</u>
Sales	\$ 117,327,260	\$ 53,783,644
Cost of sales	<u>104,839,600</u>	<u>44,189,697</u>
Gross profit	<u>12,487,660</u>	<u>9,593,947</u>
Expenses:		
Selling, general and administrative	10,364,961	7,833,682
Depreciation	791,210	623,608
Income from HRAD Joint Venture	<u>(394,408)</u>	<u>(411,941)</u>
	<u>10,761,763</u>	<u>8,045,349</u>
Income from operations	1,725,897	1,548,598
Insurance settlement gain	-	4,795,474
Interest expense, net of interest income of \$16,295 and \$5,892, respectively	<u>(1,509,925)</u>	<u>(1,093,932)</u>
Income before income taxes	215,972	5,250,140
Provision for income taxes	<u>(84,000)</u>	<u>(1,842,985)</u>
Combined net income	131,972	3,407,155
Less: Combined net income attributable to non-controlling interest	<u>(1,191,311)</u>	<u>(570,016)</u>
Combined net income attributable to controlling interest	<u>\$ (1,059,339)</u>	<u>\$ 2,837,139</u>

See accompanying notes to consolidated financial statements and accountants review report.

DAVIS GROUP OF COMPANIES
CONSOLIDATED STATEMENT OF EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005

	Members Equity (Deficit)	Common Stock	Retained Earnings	Total Controlling Interest	Non-controlling Interest	Total Equity
Balance - January 1, 2005	\$ (693,051)	\$ 4,628,957	\$ 4,798,721	\$ 8,734,627	\$ (4,091,152)	\$ 4,643,475
Net income	<u>1,664,799</u>	<u>-</u>	<u>1,172,340</u>	<u>2,837,139</u>	<u>570,016</u>	<u>3,407,155</u>
Balance - December 31, 2005	<u>\$ 971,748</u>	<u>\$ 4,628,957</u>	<u>\$ 5,971,061</u>	<u>\$ 11,571,766</u>	<u>\$ (3,521,136)</u>	<u>\$ 8,050,630</u>
Net income (loss)	<u>(58,499)</u>	<u>-</u>	<u>(1,000,840)</u>	<u>(1,059,339)</u>	<u>1,191,311</u>	<u>131,972</u>
Balance - December 31, 2006	<u>\$ 913,249</u>	<u>\$ 4,628,957</u>	<u>\$ 4,970,221</u>	<u>\$ 10,512,427</u>	<u>\$ (2,329,825)</u>	<u>\$ 8,182,602</u>

See accompanying notes to combined financial statements and accountants review report.

DAVIS GROUP OF COMPANIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	2006	2005
Cash Flows From Operating Activities		
Net income	\$ 131,972	\$ 3,407,155
Adjustments to reconcile net income to net cash used in operating activities		
Depreciation	791,210	623,608
Deferred income taxes	(41,000)	1,637,000
Change in non-cash operating activities:		
Bank overdraft	327,488	-
Accounts receivable	(5,016,315)	(9,387,834)
Insurance settlement receivable	104,618	(4,092,238)
Costs and related estimated profits in excess of billings	(4,784,411)	(4,352,536)
Due from related party	(1,479,241)	(860,010)
Other receivables	3,275	269,348
Investment in joint venture	(114,408)	-
Prepaid expenses	(240,758)	(2,729)
Other assets	20,899	(37,892)
Accounts payable and accrued expenses	6,772,095	992,781
Income taxes payable	115,357	(282,805)
	<u>(3,409,219)</u>	<u>(12,086,152)</u>
Net Cash Used In Operating Activities		
Cash Flows from Investing Activities		
Purchases of property & equipment	<u>(1,527,176)</u>	<u>(174,841)</u>
Net Cash Used in Investing Activities	<u>(1,527,176)</u>	<u>(174,841)</u>
Cash Flows from Financing Activities		
Net increase in advances from Maple Trade Finance Inc.	4,096,154	8,056,428
Term loan from GE Equipment Finance	450,000	3,000,000
Repayments to GE Equipment Finance	(861,147)	(312,500)
Net advances (repayments) from shareholders and related parties	<u>(702,512)</u>	<u>3,297,022</u>
Net Cash Provided By Financing Activities	<u>2,982,495</u>	<u>14,040,950</u>
Increase (decrease) in cash	(1,953,900)	1,779,957
Cash - beginning of year	<u>2,305,462</u>	<u>525,505</u>
CASH - END OF YEAR	<u>\$ 351,562</u>	<u>\$ 2,305,462</u>
SUPPLEMENTAL CASH FLOW INFORMATION		
Interest paid	\$ 1,335,502	\$ 917,214
Taxes paid	<u>\$ 11,847</u>	<u>\$ 21,985</u>

See accompanying notes to combined financial statements and accountants review report.

DAVIS GROUP OF COMPANIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2006 AND 2005

NOTE 1 - GENERAL

The Davis Group of Companies ("Davis Group") is a provider of construction services for large scale projects requiring steel erection, steel fabrication, curtainwall erection, precast concrete erection and the related tower crane services/logistics, engineering and drafting services. Periodically, the Davis Group will enter into significant multi-year, long-term construction projects. These projects are accounted for under the percentage of completion method (see Note 2 (c) below) and will represent a significant percentage of sales and accounts receivable in any given year (see Note 2 (g) below). The Davis Group is headquartered in Toronto, Canada and maintains offices in New York, NY and fabrication operations in New Jersey. Approximately 92% and 85% of Davis Group sales were generated from U.S. entities in 2006 and 2005, respectively.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Presentation

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

These financial statements have been prepared by combining one hundred (100) percent of the following entities, which are directly or indirectly owned and controlled by Larry Davis. Included in the Davis Group's consolidated results is the forty (40) percent owned minority joint venture, Solera/DCM as the Davis Group controls all financial aspects of the joint venture (see also Note 10).

DCM Erectors Inc. (USA)
Solera/DCM Joint Venture
MRP, LLC
Federated Equipment Co., LLC
DCM Erectors Inc. (Canada)
Automated Steel Detailing Associates Inc. (Canada)

These consolidated financial statements do not include the assets and liabilities of Larry Davis or any other owners, including parent holding companies. Intercompany transactions and balances between these entities included in the consolidated financial statements have been eliminated in the consolidation.

(b) Foreign Currency Translation

The consolidated financial statements of the Davis Group's foreign companies have been translated into US dollars in accordance with Statement of Financial Accounting Standards ("SFAS") No. 52 "Foreign Currency Translation". These companies' assets and liabilities have been translated into US Dollars at the year end rate of exchange. Income and expense items have been translated at the average exchange rate during the year. Transaction gains and losses are recorded in the consolidated statements of income.

DAVIS GROUP OF COMPANIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2006 AND 2005

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(c) Accounting for Contracts

Revenue from fixed price construction contracts, including contracts in which the Davis Group participates are determined using the percentage-of-completion method. This method applies the ratio of costs incurred to date over the estimated total costs to the estimated final value of the contract to arrive at the gross contract income to be reported in the corresponding period. This method is used because management considers expended costs to be the best available measure of progress on these contracts. Contract costs include all direct material and labor costs and those indirect costs relating to contract performance, such as indirect labor and supplies, tools and repairs.

Provision is made for anticipated contract losses as soon as they are evident. Claims for additional contract compensation are recognized based on settlement estimates.

Cost and related estimated profits in excess of billings represents costs incurred and revenue earned in excess of amounts billed on uncompleted contracts. Accounts receivable represents unpaid billings. As of December 31, 2006 and 2005 the reserve for doubtful accounts was \$0.

(d) Property and Equipment

Property and equipment, which consist of the following components, are recorded at cost and are depreciated using the straight line method over the estimated useful lives of the underlying assets.

Crane and crane parts	10 years
Office equipment	7 years
Automotive	5 years
Small tools	3 years
Trailer	10 years
Machinery	7 years
Computer equipment	7 years

(e) Income Taxes

Each of the entities included in the Davis Group files its own separate income tax returns. For corporate entities the Group accounts for income taxes in accordance with SFAS No. 109 "Accounting for Income Taxes", which utilizes the liability method and results in the determination of deferred taxes based on the estimated future tax effects of differences between the financial statement and tax basis of assets and liabilities, using enacted tax rates currently in effect. For the limited liability entities in the Group, their taxable income is not subject to federal income taxes but rather is proportionately included in the taxable income of the individual shareholders or members.

(f) Concentration of Cash Balances

The Group maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Group has not experienced any losses in such accounts. The Group believes it is not exposed to any significant credit risk on cash.

DAVIS GROUP OF COMPANIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2006 AND 2005

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(g) Major Customers

The Group had two major customers that accounted for 68% and 75% of total sales and 78% and 64% of accounts receivable as of December 31, 2006 and 2005, respectively.

(h) Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Actual results could differ from those estimates. The significant areas requiring management estimates include revenue recognition from construction contracts, including contract overages, change orders and pending claims. A certain amount of uncertainty is inherent in estimating the costs of completing construction projects. Actual results could differ from those estimates.

(i) Reclassifications

Certain 2005 accounts have been reclassified to conform to the 2006 presentation.

NOTE 3 - INCOME TAXES

The provision for income taxes for the corporate entities of the Group for the years ended December 31, 2006 and 2005 consists of the following:

	<u>2006</u>	<u>2005</u>
Federal:		
Current	\$ 57,000	\$ 23,985
Deferred	<u>(31,000)</u>	<u>1,228,000</u>
	<u>\$ 26,000</u>	<u>\$ 1,251,985</u>
State:		
Current	\$ 68,000	\$ 182,000
Deferred	<u>(10,000)</u>	<u>409,000</u>
	<u>\$ 58,000</u>	<u>\$ 591,000</u>
	<u>\$ 84,000</u>	<u>\$ 1,842,985</u>

Deferred income taxes are provided for temporary differences between the carrying amount of assets and liabilities for financial reporting and income tax purposes. The deferred tax liability at December 31, 2006 and 2005 of \$1,596,000 and \$1,637,000, respectively represents the tax effect of the gain on the insurance settlement (see Note 12).

DAVIS GROUP OF COMPANIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2006 AND 2005

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment as of December 31, 2006 and 2005 consist of the following:

	<u>2006</u>	<u>2005</u>
Crane and crane parts	\$ 4,098,794	\$ 3,648,794
Office equipment	156,431	84,551
Automotive	55,818	54,190
Small tools	585,362	425,260
Trailer	397,349	43,342
Machinery	748,057	262,439
Computer equipment	<u>327,617</u>	<u>315,546</u>
	6,369,428	4,834,122
Less: Accumulated depreciation	<u>(4,281,799)</u>	<u>(3,482,459)</u>
	<u>\$ 2,087,629</u>	<u>\$ 1,351,663</u>

NOTE 5 - LEASE OBLIGATIONS

At December 31, 2006, the Davis Group had commitments under operating leases requiring annual rental payments as follows:

2007	\$ 867,100
2008	718,354
2009	420,916
2010	313,589
2011	301,195
Thereafter	175,000

Rent expense for the years ended December 31, 2006 and 2005 was \$1,210,329 and \$884,772, respectively.

DAVIS GROUP OF COMPANIES
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 DECEMBER 31, 2006 AND 2005

NOTE 6 - BANK INDEBTEDNESS

The Davis Group has a financing arrangement with Maple Trade Finance Inc. ("Maple"), whereby, Maple advances short term funds against approved and authorized (by the customer) invoices presented, subject to Maple's acceptance of the particular customer for their ability to honor the terms and conditions to pay the invoice. The advances bear interest at Maple's "US Prime Rate" as per the Bank of Montreal or the CDN Prime Rate plus 12.5% for invoices to US and Canadian customers and plus 2% for all insured customers in the Bahamas (see also Note 9). Maple has a security interest in each of the invoices it has advanced against. As of December 31, 2006 and 2005, the Davis Group had outstanding borrowings under these lines of credit, which are payable on demand, of \$14,427,351 and \$10,887,347, respectively.

In 2006, the Company received short-term advances against approved invoices from BNP Paribas (BNP), borrowed at an interest rate equal to Libor plus 1.25%. As of December 31, 2006, the Davis Group had outstanding borrowings under this line of credit, which are payable on demand, of \$556,150.

NOTE 7 - LONG TERM DEBT

In July 2005, the Davis Group borrowed \$3,000,000 from GE Equipment Finance. The term loan is secured by the Group's tower cranes and related equipment. The term loan is payable in forty-eight equal payments of \$62,500 each plus annual interest at the rate of 6.93%. In April and July 2006, the Davis Group borrowed an additional \$240,000 and \$210,000. Each loan is being amortized over a 2-year period at interest rates of 8.50% and 8.75%, respectively. Total debt outstanding as of December 31, 2006 and 2005 was \$2,276,353 and \$2,687,000, respectively. Future payments as of December 31, 2006 are as follows:

2007	\$ 938,819
2008	854,789
2009	<u>482,745</u>
Total	2,276,353
Current portion	<u>938,819</u>
Long term portion	<u>\$ 1,337,534</u>

NOTE 8 - RELATED PARTY TRANSACTIONS - NON OPERATING

From time to time to facilitate the flow of funds to operating companies within the Davis Group requiring cash, monies may be forwarded through an affiliated entity ASDA Holdings Ltd, which forwards the funds to the individual companies. All net advances from ASDA Holdings Ltd. are reflected on the consolidated balance sheet as "due to shareholders and related parties". These amounts bear no interest and have no specific terms of repayments and have therefore been classified as current. Specific amounts due to/from-affiliated entities as of December 31, 2006 and 2005 are as follows:

DAVIS GROUP OF COMPANIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2006 AND 2005

Due to/from Related Parties	2006	2005
Due to/from ASDA Holdings Ltd	\$ (1,319,453)	\$ (1,679,610)
Due to/from S. Lalande Hldngs	(843,464)	(843,465)
Due to/from DCMG Ltd	(568,594)	(552,010)
Due to/from ASDA Systems	192	(249,654)
Due to/from Davis Group	23,213	22,536
Due to/from Suzlar	3,172	(102,023)
Due to/from Galcan	110,425	107,204
Total Due to Related Parties	\$ (2,731,512)	\$ (3,426,762)
Total Due from Related Parties	\$ 137,002	\$ 129,740

NOTE 9 - DUE FROM RELATED PARTIES - OPERATING

DCM Erectors Inc. (Canada) provides construction services as a sub-contractor to Torway Construction Ltd. ("Torway"). Torway is incorporated and operates in The Bahamas and is owned forty-nine percent by Larry Davis. During 2006 and 2005, the Group recognized revenue of approximately \$8,000,000 and \$2,800,000, respectively, from services provided to Torway. As of December 31, 2006 and 2005, Davis Group has a receivable balance of \$3,104,728 and \$1,625,487, respectively, from Torway.

NOTE 10 - JOINT VENTURES

The Davis Group has a forty percent interest in a government-designated minority interest enterprise (DCM/Solera Joint Venture) The Davis Group is responsible for all the operations assets and liabilities. As a result, in accordance with FASB Interpretation No. 46R, 100% of the assets, liabilities, revenues and expenses are included in these consolidated statements with the non-controlling interest is reflected in total equity.

The Davis Group has a forty-nine percent interest in a government-designated minority interest enterprise (H.R.A.D./MRP, J.V.LLC). The Davis Group has included its share of the net income (\$114,408 in 2006, \$111,941 in 2005) and its management fees (\$280,000 in 2006, \$300,000 in 2005) in the consolidated statements of income. It also has a receivable from this joint venture of \$26,623 and \$475 as of December 31, 2006 and 2005, respectively, included in other receivables on the balance sheet. The investment in the joint venture was \$220,959 and \$111,941 as of December 31, 2006 and 2005, respectively. The joint venture's assets and liabilities are as follows:

	2006		2005	
	100%	49%	100%	49%
Assets	\$ 849,916	\$ 416,459	\$ 884,606	\$ 433,457
Liabilities	\$ 387,980	\$ 387,980	\$ 414,374	\$ 414,374

DAVIS GROUP OF COMPANIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2006 AND 2005

NOTE 11 - EQUITY

Common stock consists of the following at December 31, 2006 and 2005:

	<u>Authorized</u>	<u>Issued</u>
DCM Erectors Inc. (USA)	1,000	123
DCM Erectors Inc. (Canada)	Unlimited	100
ASDA, Inc.	Unlimited	38

NOTE 12 - GAIN ON INSURANCE SETTLEMENT

On May 19, 2006, a member of the Group obtained a judgment for pending lawsuits which were being pursued and were resolved as a result of a court settlement with a Bonding Company. As a result of this favorable court settlement, \$4,795,554 was reflected as an insurance settlement gain. During 2005, \$1,450,000 of this amount was received with the court issuing a default judgment for \$4,092,237 in 2006, which is reflected as an insurance settlement receivable in 2005. Legal fees to settle the cases amounted to \$746,764, which has been netted against the gain. The group continues to pursue enforcement of this court ruling and, in the opinion of management, full collection is expected by December 31, 2007.



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Prequalification Item No.: *2.5 Bonding Capacity*
RFP/Contract No.: W0TC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
December 12, 2008

DCM Erectors, Inc is afforded bonding via E D C, 151 O'Connor Street, Ottawa, Canada K1A 1K3. Our actual capacity depends upon the financial strength of our potential customer and is subject to normal underwriting and contract review due diligence.



August 6, 2008

Mr. Larry Davis
President
DCM Erectors Inc.
100-77 Belfield Road
Toronto, Ontario
M9W 1G6

Dear Mr. Davis:

RE: R C Dolner, LLC
200 Lafayette Street, New York, NY Renovation Project

Export Development Canada (EDC) has successfully provided bonding services recently for the DCM Group on projects in New York and Bahamas. We would be prepared to work with DCM Erectors to arrange acceptable bonding for the above referenced project. Our support is subject to standard underwriting conditions existing at the time of formal application.

Please note that EDC does not issue bonds ourselves. We have fronting facilities in place with licensed U.S. and Canadian sureties that are rated by A.M. Best Company and have sufficient capacity for the amount of bonds to be issued. Rates will be per rate tables filed maintained by the relevant surety.

Please feel free to call the undersigned should you have any questions.

Yours very truly,

A handwritten signature in cursive script, appearing to read 'L Thomas', is written over a horizontal line.

Lynne Thomas
Underwriter
Contract Insurance and Bonding
613-597-8645

cc Juzer Yusufali, EDC Toronto



August 6, 2008

Mr. Larry Davis
President
DCM Erectors Inc.
100-77 Belfield Road
Toronto, Ontario
M9W 1G6

Dear Mr. Davis:

RE: Pavarini McGovern, LLC; Owner: J Hotel
Grass roots hotel out of the ground

Export Development Canada (EDC) has successfully provided bonding services recently for the DCM Group on projects in New York and Bahamas. We would be prepared to work with DCM Erectors to arrange acceptable bonding for the above referenced project. Our support is subject to standard underwriting conditions existing at the time of formal application.

Please note that EDC does not issue bonds ourselves. We have fronting facilities in place with licensed U.S. and Canadian sureties that are rated by A.M. Best Company and have sufficient capacity for the amount of bonds to be issued. Rates will be per rate tables filed maintained by the relevant surety.

Please feel free to call the undersigned should you have any questions.

Yours very truly,

A handwritten signature in black ink, appearing to read 'L Thomas', written in a cursive style.

Lynne Thomas
Underwriter
Contract Insurance and Bonding
613-598-2733

cc Juzer Yusufali EDC Toronto



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Prequalification Item No.: **2.6 *Technical Qualifications and Certifications***

RFP/Contract No.: W0TC-GC1-2-KN0186-020

Station Construction and Transit Hall Structure to Grade

Structural Steel, Intumescent Coating, Metal Deck & Precast Work

New York, NY

December 12, 2008

American Institute of Steel Construction, Inc.

is proud to recognize

MRP, LLC.

South Plainfield, NJ

for successfully meeting the quality certification requirements for

Standard for Steel Building Structures

Roger E. Ferch

Roger E. Ferch



Bobbi Marsteller

Bobbi Marsteller

Certification valid through November 2008

American Institute of Steel Construction

is proud to recognize

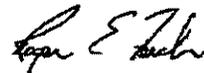
High Steel Structures, Inc.

Lancaster, PA

for successfully meeting the quality certification requirements for

**Standard for Steel Building Structures, Simple Steel Bridges and
Major Steel Bridges**

Fracture Critical Endorsement
Sophisticated Paint Coating Endorsement-
Enclosed



Roger E. Ferch



Certification valid through August 2009

American Institute of Steel Construction

is proud to recognize

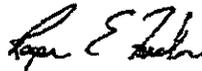
High Steel Structures, Inc.

Williamsport, PA

for successfully meeting the quality certification requirements for

**Standard for Steel Building Structures, Simple Steel Bridges and
Major Steel Bridges**

**Fracture Critical Endorsement
Sophisticated Paint Coating Endorsement
Enclosed**



Roger E. Ferch



Certification valid through August 2009



CERTIFICATE OF REGISTRATION

This is to certify that

HIGH STEEL STRUCTURES, INC.

1911 Old Philadelphia Pike-P.O. Box 10008, Lancaster, Pennsylvania 17605-0008 USA

operates a

Quality Management System

which complies with the requirements of

ISO 9001:2000

for the following scope of registration

The registration covers the Quality Management System for the fabrication of Steel Buildings, Steel Bridge Girders, and other Steel Components.

Certificate No: CERT-0016121
File No: 014023
Issue Date: August 12, 2008

Original Certification Date: June 17, 2003
Current Certification Date: May 31, 2008
Certificate Expiry Date: June 16, 2009

Wendy Tilford
President
QMI-SAI Canada Limited

Alex Ezrakhovich
General Manager,
SAI Global Certification Services Pty Ltd



Registered by:

SAI Global Certification Services Pty Ltd, 296 Bunde Street, Sydney NSW 2000 Australia with QMI-SAI Global and subject to the SAI Global Certification Services Pty Ltd Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global Certification Services Pty Ltd accepts responsibility only for proven negligence. This certificate remains the property of SAI Global Certification Services Pty Ltd and must be returned to SAI Global Certification Services Pty Ltd upon its request. To verify that this certificate is current, please refer to the QMI-SAI Global On-Line Certificate Register www.qmi-saiglobal.com/and/comp.html



QMI

Management Systems Register

Certificate of Registration

High Steel Structures, Inc.

3501 W 4th Street
Williamsport, Pennsylvania
17701-4106 USA

has demonstrated that its Quality Management System is in compliance with:

ISO 9001:2000

The following scope of registration applies:

Fabrication of Steel Girders and other Steel Bridge Components.

Certificate Number:	CERT-0020837
QMI File Number:	025615
SIC Number / NACE Code:	3441 / DJ28 1
Original Registration Date:	April 13, 2004
Current Registration Date:	April 13, 2007
Registration Expiry Date:	April 12, 2010



W. J. Tilford
Wendy J. Tilford
President of QMI

American Institute of Steel Construction

is proud to recognize

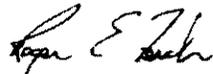
ADF Group, Inc.

Terrebonne, QC

for successfully meeting the quality certification requirements for

**Standard for Steel Building Structures, Simple Steel Bridges and
Major Steel Bridges**

Fracture Critical Endorsement



Roger E. Ferch



Certification valid through June 2009

American Institute of Steel Construction, Inc.

is proud to recognize

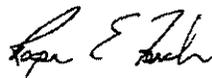
URSSA, S. Coop

Vitoria - Gasteiz,

for successfully meeting the quality certification requirements for

**Standard for Steel Building Structures, Simple Steel Bridges and
Major Steel Bridges**

Sophisticated Paint Coating Endorsement-Enclosed



Roger E. Ferch



Bobbi Marsteller

Certification valid through May 2009

American Institute of Steel Construction

is proud to recognize

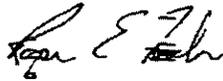
Cives Steel Co. Northern Div.

Gouverneur, NY

for successfully meeting the quality certification requirements for

Standard for Steel Building Structures

Sophisticated Paint Coating Endorsement
Enclosed



Roger E. Feich



Certification valid through October 2009

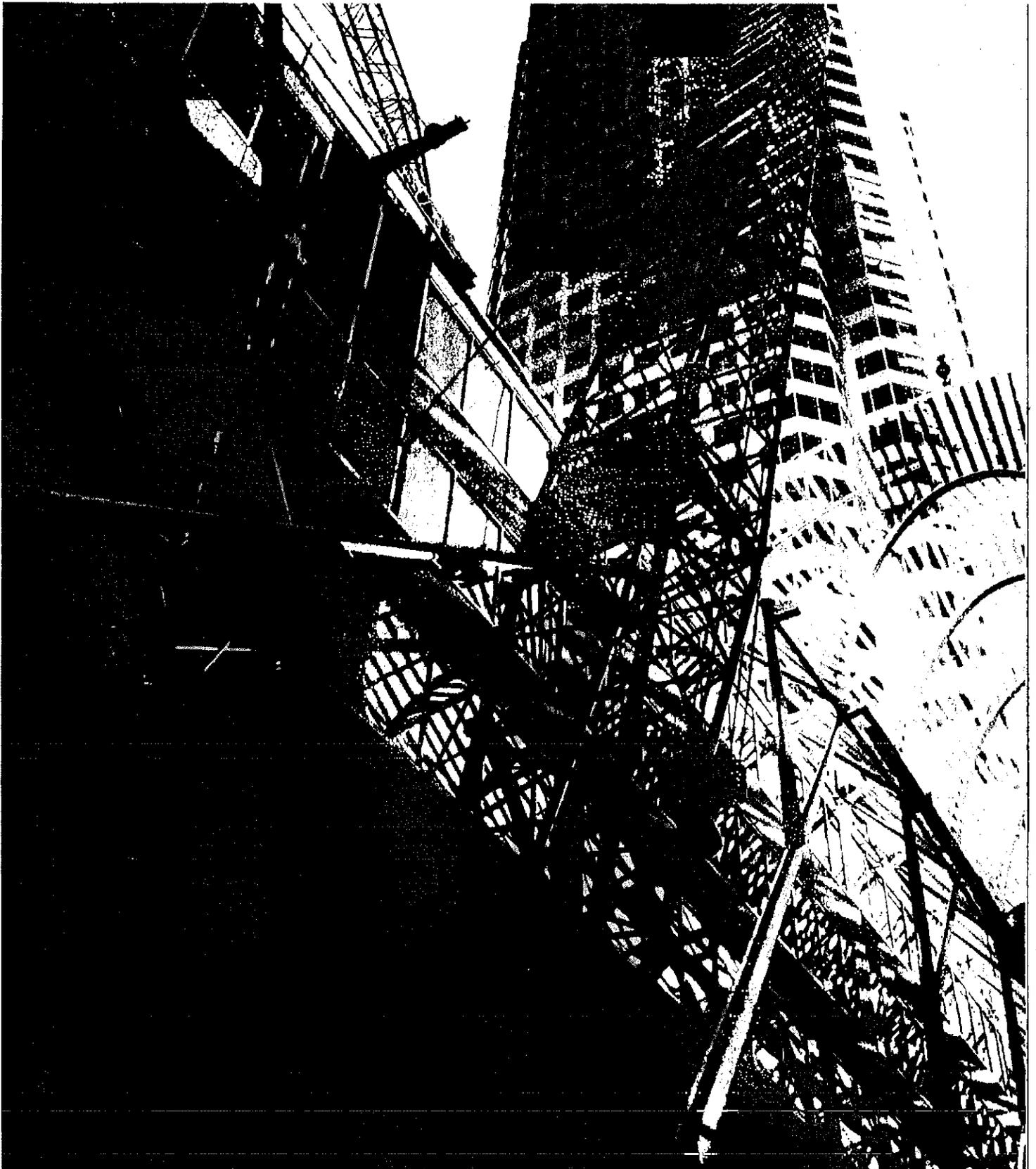


110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Prequalification Item No.: *2.7 Similar Type of Work Completed and References*
RFP/Contract No.: WOTC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
December 12, 2008

DCM Erectors, Inc
Transportation - Infrastructure Experience
December 4, 2008

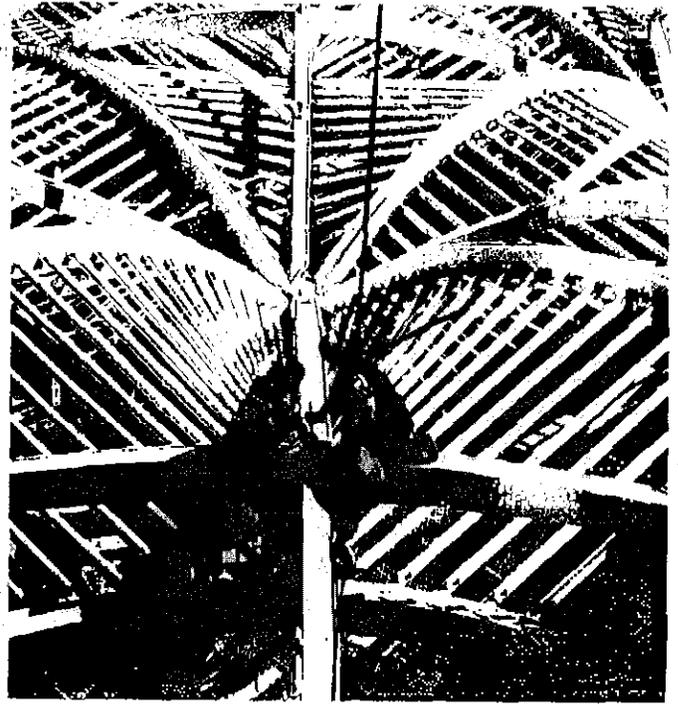
<u>Project Name & Location</u>	<u>Description</u>	<u>Tonnage</u>	<u>Square Footage</u>	<u>Contract Value</u>
383 Madison Avenue aka Bear Stearns New York, NY Erection only	50 Floor Steel Building over Metro North Tracks Grand Central Train Shed	18,000	1,100,000	20,000,000
Whitehall Ferry Terminal New York, NY Erection Only	Four Floor Ferry Terminal 3 Phases over 1 & 9, 4 & 5 Subway Lines, Brooklyn- Battery Tunnel, FDR/West Street Tunnel	4,500		
Grand Central Terminal New York, NY	Priority Structural Repairs Company Principals were General Contractor for 77 Separate Work Areas Coordinated track outages With work areas	38		Performed when company principals worked for Canron/Innovax, JV
Grand Central Terminal New York, NY	Control Room Relocation	N/A		



BUILDING FOR THE FUTURE.

**THE
FUTURE:
• GREATER
CHALLENGE
• DESIGN/
BUILD**

Steel has a beauty of its own and need not always be a covered skeleton. Form meets function in the dramatic 90 foot high steel and glass galleria and courtyard at Toronto's BCE Place (shown at right and on the opposite page). Heritage Square was designed by the internationally renowned sculptor/architect/engineer Santiago Calatrava.



(Right) Using the experienced management of its Structural Steel Design, Fabrication and Installation Group and combining the technical discipline and construction expertise of the Construction Services Group, Carron was able to offer Dofasco a complete cost inclusive design/build package.

Shown is the world's most advanced Cold Mill complex at Dofasco in Hamilton, Ontario.



(Right) One of the many 360 foot all-welded arch trusses fabricated and erected for the Rainbow Centre, Niagara Falls, U.S.A.



DCM Erectors, Inc
Transportation - Infrastructure Experience
December 4, 2008

<u>Project Name & Location</u>	<u>Description</u>	<u>Tonnage</u>	<u>Square Footage</u>	<u>Contract Value</u>
Grand Central Terminal New York, NY	Train Shed Rehabilitation Replaced corroded sections Of Park Avenue Framing And Tunnel Stabilization	N/A		Performed when company principals worked for Canron/Innovax, JV
Grand Central Terminal New York, NY	Roof Girder Reinforcement Relieved over stressed Existing members	N/A		
Blue Water Bridge Sarnia, ON Canada Port Huron, Michigan	Fabricated and Erected Large Arch bridge			Performed when company principals worked for Canron See MRP, LLC Brochure
Grand Central Terminal New York, NY	ADA Improvements Rehabilitated Existing Handrails and Elevator Enclosure	N/A		See MRP, LLC Brochure
Madison Square Garden New York, NY	Skybox & Paramount Theater Renovations Worked with Amtrak MTA Placed crane on elevated platform above existing operating subway	3500		Performed when company principals worked for Canron

DCM Erectors, Inc
New York City High Rise Experience
December 4, 2008

<u>Project Name & Location</u>	<u>Description</u>	<u>Tonnage</u>	<u>Square Footage</u>	<u>Contract Value</u>
383 Madison Avenue aka Bear Stearns New York, NY Erection only	50 Floor Steel Building	18,000	1,100,000	20,000,000
Random House 56 th Street & 8 th Ave New York, NY Erection only	26 Floor Composite Steel Building with 26 floor concrete residential on top	12,000	800,000	18,300,000
Columbus Center aka Time Warner New York, NY Erection only	19 & 24 floor Composite Steel building with 28 floors concrete residential on top	23,000	2,100,000	43,000,000
731 Lexington Avenue aka Bloomberg Financial New York, NY Erection only	29 floor Composite Steel Building with 20 floors concrete residential on top and antenna	23,000	1,100,000	33,750,000
330 Jay Street Brooklyn, NY Erection only	32 Floor Steel Building	15,400	1,300,000	22,900,000

DCM Erectors, Inc
New York City High Rise Experience
December 4, 2008

<u>Project Name & Location</u>	<u>Description</u>	<u>Tonnage</u>	<u>Square Footage</u>	<u>Contract Value</u>
New York Times 40 th Street & 8 th Avenue New York, NY Erection only	52 Floor Steel Building and Antenna	26,000	1,000,000	38,000,000
Goldman Sachs Warren & Vesey Streets New York, NY Furnish and Install	45 Floor Steel Building	46,000	1,965,500	160,000,000

DCM Erectors, Inc
Work in Process List
December 4, 2008

<u>Project Name & Location</u>	<u>Description</u>	<u>Tonnage</u>	<u>Percent Complete</u>	<u>Completion</u>
Freedom Tower aka WTC 1 New York, NY Furnish and Install	105 Floor Steel Building and antenna	46,000	25%	12/11
150 Greenwich Street aka WTC 4 New York, NY Furnish and Install	67 Floor Steel Building with 26 floor concrete residential on top	24,000	1%	02/11
Columbia University Northwest Science Center New York, NY Erection only – Banker Steel Company, LLC	17 floor Steel Laboratory building	4,000	65%	12/08
East River Plaza 116 th Street New York, NY Erection only – Banker Steel Company, LLC	7 Floor Retail Steel Building	8,500	95%	12/08
Skyview Parc Queens, NY Furnish and Install	6 Floor Steel Retail Building with 17 floor Steel Tower	17,000	95%	01/09

DCM Erectors, Inc
Work in Process List
December 4, 2008

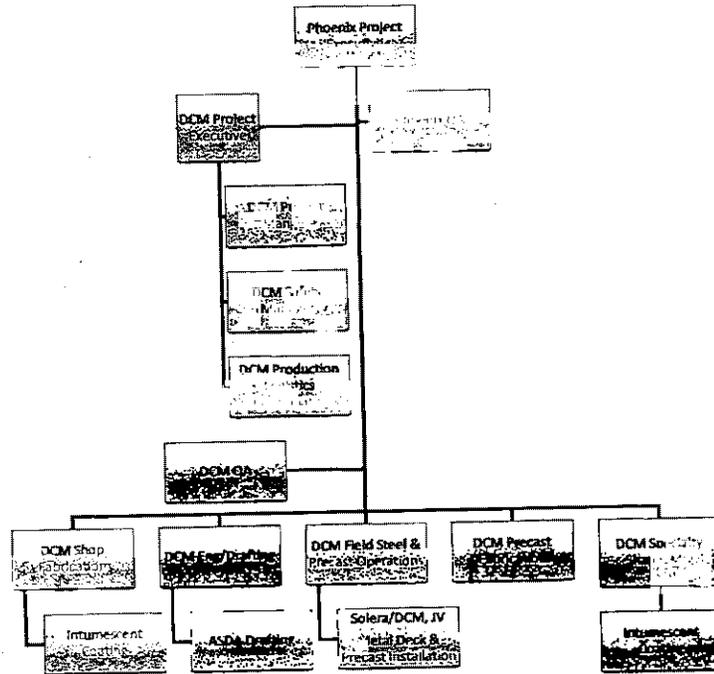
<u>Project Name & Location</u>	<u>Description</u>	<u>Tonnage</u>	<u>Percent Complete</u>	<u>Completion</u>
Fox News Studios 1211 Avenue of Americas New York, NY Furnish and Install	6 Floor Steel Building Addition	500	99%	12/08



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Prequalification Item No.: *2.8 Management Team*
RFP/Contract No.: W0TC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
December 12, 2008

DCM Erectors, Inc has included a generic management team organizational chart. Names have been left out as they are contingent upon availability. It would be our intent to staff the project from the resumes submitted in 30A.





110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Prequalification Item No.: *2.9 Shop Staff, Average Shifts, Backlog*
RFP/Contract No.: W0TC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
December 12, 2008

DCM Erectors, Inc intends to utilize multiple plants each with ample qualified staff/capabilities/available man hours/schedule that are acceptable to Phoenix Constructors, JV and can support the schedule goals outlined at December 3, 2008 pre bid meeting. DCM Erectors, Inc will coordinate all phasing/manufacturing of our potential subcontractors to insure on time performance with the goal of WTC Memorial opening date of 09/11/2011. This may involve multiple plant shift operation.



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Prequalification Item No.: **2.10 Quality Assurance, Quality Control, Quality Management**

RFP/Contract No.: W0TC-GC1-2-KN0186-020

Station Construction and Transit Hall Structure to Grade

Structural Steel, Intumescent Coating, Metal Deck & Precast Work

New York, NY

December 12, 2008

DCM Erectors, Inc is currently interfacing with existing QA/QC Quality Management Plan in Work Package 8A – East West Corridor. We have included some Quality Assurance Manuals from potential subcontractors in this submission for your review. This item may change depending upon our final chosen team if we are approved for stage 2 of the RFP.



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Prequalification Item No.: *2.11 Safety Management and Records*
RFP/Contract No.: W0TC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
December 12, 2008

DCM Erectors, Inc is currently interfacing with existing Site Safety Management Personnel in Work Package 8A - East West Corridor. We have submitted our site specific safety manual. Should we be successful with package 20, we and any potential on site subcontractors would submit a new site specific safety manual for approval. We have submitted our insurance broker's EMR letter, OSHA 300 and OSHA web page information in 30B (Prequalification Item 2.3).

FINANANCIAL STATEMENTS

Past Three Years
2005 – 2006 – 2007

NOTE: On September 5, 2008
Perini Corporation acquired
Tutor Saliba Corporation

To document Perini's current financial
status with this acquisition, a copy of
the Form 10-Q filed with the SEC is
also attached

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q

(X) QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2008

OR

() TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 1-6314

Perini Corporation

(Exact name of registrant as specified in its charter)

MASSACHUSETTS
(State or other jurisdiction of
incorporation or organization)

04-1717070
(I R S Employer
Identification No.)

73 MT WAYTE AVENUE, FRAMINGHAM, MASSACHUSETTS 01701-9160
(Address of principal executive offices)
(Zip code)

(508) 628-2000

(Registrant's telephone number, including area code)

NONE

(Former name, former address and former fiscal year,
if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days Yes X No ___

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check one)

Large accelerated filer X Accelerated filer ___ Non-Accelerated filer ___ Smaller reporting company ___

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) Yes ___ No X

The number of shares of Common Stock, \$1 00 par value per share, of the registrant outstanding at November 5, 2008 was 50,322,621

PERINI CORPORATION AND SUBSIDIARIES

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Part I. – Financial Information

Item 1. Financial Statements (Unaudited)

**PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED BALANCE SHEETS (UNAUDITED)
SEPTEMBER 30, 2008 (UNAUDITED) AND DECEMBER 31, 2007
(In Thousands)**

	<u>SEPT. 30,</u> <u>2008</u>	<u>DEC. 31,</u> <u>2007</u>
ASSETS		
	(Note 3)	
Cash and Cash Equivalents (Note 4)	\$ 400,889	\$ 459,188
Short-term Investments (Note 5)	8,503	8,365
Accounts Receivable, including retainage	1,483,717	971,714
Costs and Estimated Earnings In Excess of Billings	106,107	74,397
Deferred Income Taxes	1,215	7,988
Other Current Assets	<u>22,015</u>	<u>4,440</u>
Total Current Assets	<u>\$ 2,002,246</u>	<u>\$ 1,526,082</u>
Property and Equipment, less accumulated depreciation of \$43,561 in 2008 and \$38,645 in 2007	<u>\$ 271,464</u>	<u>\$ 95,437</u>
Other Assets		
Long-term Investments (Note 5)	\$ 100,286	\$ -
Goodwill	739,192	26,268
Intangible Assets, net	254,473	4,141
Other	<u>16,367</u>	<u>2,187</u>
Total Other Assets	<u>\$ 1,110,318</u>	<u>\$ 32,596</u>
	<u>\$ 3,384,028</u>	<u>\$ 1,654,115</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Maturities of Long-term Debt	\$ 21,429	\$ 7,374
Accounts Payable, including retainage	1,327,711	939,593
Billings in Excess of Costs and Estimated Earnings	243,489	183,242
Accrued Expenses	<u>164,727</u>	<u>102,352</u>
Total Current Liabilities	<u>\$ 1,747,356</u>	<u>\$ 1,232,561</u>
Long-term Debt, less current maturities included above	<u>\$ 48,996</u>	<u>\$ 13,358</u>
Deferred Income Taxes	<u>\$ 119,950</u>	<u>\$ 3,244</u>
Other Long-term Liabilities	<u>\$ 121,412</u>	<u>\$ 36,618</u>
Contingencies and Commitments (Note 6)		
Stockholders' Equity		
Common Stock	\$ 50,323	\$ 26,987
Additional Paid-in Capital	1,027,580	160,664
Retained Earnings	286,016	198,200
Accumulated Other Comprehensive Loss	<u>(17,605)</u>	<u>(17,517)</u>
Total Stockholders' Equity	<u>\$ 1,346,314</u>	<u>\$ 368,334</u>
	<u>\$ 3,384,028</u>	<u>\$ 1,654,115</u>

The accompanying notes are an integral part of these consolidated condensed financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF INCOME (UNAUDITED)
(In Thousands, Except Per Share Data)

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2008	2007	2008	2007
Revenues (Note 11)	\$ 1,412,635	\$ 1,242,666	\$ 4,057,358	\$ 3,381,642
Cost of Operations	<u>1,327,128</u>	<u>1,178,771</u>	<u>3,834,291</u>	<u>3,194,948</u>
Gross Profit	\$ 85,507	\$ 63,895	\$ 223,067	\$ 186,694
General and Administrative Expenses (Note 7)	<u>33,244</u>	<u>30,396</u>	<u>89,241</u>	<u>79,734</u>
INCOME FROM CONSTRUCTION OPERATIONS (Note 11)	\$ 52,263	\$ 33,499	\$ 133,826	\$ 106,960
Other Income, Net	2,657	4,425	6,697	9,581
Interest Expense	<u>(1,044)</u>	<u>(406)</u>	<u>(1,793)</u>	<u>(1,527)</u>
Income before Income Taxes	\$ 53,876	\$ 37,518	\$ 138,730	\$ 115,014
Provision for Income Taxes	<u>(19,770)</u>	<u>(13,507)</u>	<u>(60,914)</u>	<u>(40,772)</u>
NET INCOME	<u>\$ 34,106</u>	<u>\$ 24,011</u>	<u>\$ 87,816</u>	<u>\$ 74,242</u>
BASIC EARNINGS PER COMMON SHARE (Note 9)	<u>\$ 1.03</u>	<u>\$ 0.89</u>	<u>\$ 3.01</u>	<u>\$ 2.71</u>
DILUTED EARNINGS PER COMMON SHARE (Note 9)	<u>\$ 1.01</u>	<u>\$ 0.87</u>	<u>\$ 2.98</u>	<u>\$ 2.71</u>
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING (Note 9)				
BASIC	33,077	26,936	29,145	26,763
Effect of Dilutive Stock Options, Warrants and Restricted Stock Units Outstanding	<u>530</u>	<u>622</u>	<u>545</u>	<u>591</u>
DILUTED	<u>33,607</u>	<u>27,558</u>	<u>29,690</u>	<u>27,354</u>

The accompanying notes are an integral part of these consolidated condensed financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENT OF STOCKHOLDERS' EQUITY (UNAUDITED)
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008
(In Thousands)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
Balance - December 31, 2007	\$ 26,987	\$ 160,664	\$ 198,200	\$ (17,517)	\$ 368,334
Net income	-	-	87,816	-	87,816
Other Comprehensive Loss					
Foreign currency translation	-	-	-	(88)	(88)
Total comprehensive income					<u>87,728</u>
Common stock issued in acquisition of Tutor-Saliba Corp (Note 3)	22,887	858,476	-	-	881,463
Excess income tax benefit from stock-based compensation	-	533	-	-	533
Stock compensation expense (Note 7)	-	8,540	-	-	8,540
Issuance of common stock and effect of cashless exercise	349	(633)	-	-	(284)
Balance - September 30, 2008	<u>\$ 50,323</u>	<u>\$ 1,027,580</u>	<u>\$ 288,016</u>	<u>\$ (17,605)</u>	<u>\$ 1,346,314</u>

The accompanying notes are an integral part of these consolidated condensed financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS (UNAUDITED)
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008 AND 2007
(In Thousands)

	NINE MONTHS ENDED SEPT. 30,	
	2008	2007
Cash Flows from Operating Activities		
Net income	\$ 87,816	\$ 74,242
Adjustments to reconcile net income to net cash from operating activities		
Depreciation and amortization	11,194	8,340
Stock compensation expense	8,540	10,096
Adjustment of investments to fair value	2,702	(25)
Excess income tax benefit from stock-based compensation	(533)	(5,274)
Deferred income taxes	1,429	(4,632)
Gain on sale of equipment	(398)	(283)
(Gain) loss on land held for sale	412	(676)
Increase in other long-term liabilities	6,459	11,550
Cash from changes in other components of working capital	<u>(86,430)</u>	<u>88,726</u>
NET CASH PROVIDED FROM OPERATING ACTIVITIES	\$ 31,193	\$ 182,065
Cash Flows from Investing Activities		
Cash balance recorded in acquisition of Tutor-Saliba Corporation, net of transaction costs (Note 3)	\$ 92,489	\$ -
Acquisition of property and equipment	(52,080)	(20,572)
Proceeds from sale of property and equipment	3,981	2,372
Investment in available-for-sale securities, net	(103,136)	(7,884)
Investment in other activities	<u>(1,248)</u>	<u>1,326</u>
NET CASH USED BY INVESTING ACTIVITIES	\$ (59,974)	\$ (24,756)
Cash Flows from Financing Activities		
Proceeds from long-term debt	\$ 2,214	\$ 5,595
Repayment of long-term debt	(31,709)	(31,817)
Excess income tax benefit from stock-based compensation	533	5,274
Issuance of common stock and effect of cashless exercise	(284)	146
Proceeds from exercise of common stock options and stock purchase warrants	-	809
Deferred debt costs	<u>(472)</u>	<u>(980)</u>
NET CASH USED BY FINANCING ACTIVITIES	\$ (29,718)	\$ (20,973)
Net (Decrease) Increase in Cash and Cash Equivalents	(58,499)	136,336
Cash and Cash Equivalents at Beginning of Year	<u>459,188</u>	<u>225,504</u>
Cash and Cash Equivalents at End of Period	\$ 400,689	\$ 381,840
Supplemental Disclosure of Cash Paid During the Period For		
Interest	<u>\$ 1,751</u>	<u>\$ 1,574</u>
Income taxes	<u>\$ 52,586</u>	<u>\$ 42,077</u>
Supplemental Disclosure of Non-cash Transactions		
Common stock issued in acquisition of Tutor-Saliba Corporation	<u>\$ 881,463</u>	<u>\$ -</u>
Grant date fair value of common stock issued for services	<u>\$ 12,851</u>	<u>\$ 5,968</u>
Property and equipment acquired through financing arrangements	<u>\$ 10,585</u>	<u>\$ -</u>

The accompanying notes are an integral part of these consolidated condensed financial statements

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS

(1) **Basis of Presentation**

The unaudited consolidated condensed financial statements presented herein include the accounts of Perini Corporation and its wholly owned subsidiaries ("Perini" or the "Company"). The Company's interests in construction joint ventures are accounted for using the proportionate consolidation method. These unaudited consolidated condensed financial statements have been prepared in accordance with the instructions to Form 10-Q and do not include all of the information and note disclosures required by accounting principles generally accepted in the United States of America. These statements should be read in conjunction with the financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2007. In the opinion of management, the accompanying unaudited consolidated condensed financial statements include all adjustments, consisting only of normal recurring adjustments, necessary to present fairly the Company's financial position as of September 30, 2008 and December 31, 2007, results of operations for the three month and nine month periods ended September 30, 2008 and 2007, and cash flows for the nine month periods ended September 30, 2008 and 2007. The results of operations for the nine months ended September 30, 2008 may not be indicative of the results that may be expected for the year ending December 31, 2008 because, among other reasons, such results can vary depending on the timing of progress achieved and changes in estimated profitability of projects being reported.

(2) **Significant Accounting Policies**

The significant accounting policies followed by the Company and its subsidiaries in preparing its consolidated financial statements are set forth in Note 1 to such financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2007. The Company has made no significant changes to these policies during 2008, except as noted below.

In September 2008, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 157, "Fair Value Measurements," ("SFAS No. 157") which clarifies the definition of fair value, describes methods used to appropriately measure fair value, and expands fair value disclosure requirements. SFAS No. 157 applies under other accounting pronouncements that currently require or permit fair value measurements. The Company adopted SFAS No. 157 on January 1, 2008, as required. In February 2008, the FASB issued FASB Staff Position No. FAS 157-2, "Effective Date of FASB Statement No. 157," which amends SFAS No. 157 by delaying its effective date by one year for non-financial assets and non-financial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis. Therefore, the application of SFAS No. 157 relating to non-financial assets and non-financial liabilities of the Company will be adopted prospectively beginning January 1, 2009. See Note 5, "Fair Value Measurements" for additional information.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities – including an Amendment of SFAS No. 115," ("SFAS No. 159"). SFAS No. 159 permits entities to choose to measure many financial instruments and certain other items at fair value. The Company adopted SFAS No. 159 on January 1, 2008, as required. The Company did not elect the fair value measurement option for any of its financial assets or liabilities. Therefore, the adoption of SFAS No. 159 had no impact on the Company's financial statements.

In December 2007, the FASB issued SFAS No. 141(R), "Business Combinations," ("SFAS No. 141(R)"). SFAS No. 141(R) establishes principles and requirements for how an acquirer of a business recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree. SFAS No. 141(R) also provides guidance for recognizing and measuring the goodwill acquired in the business.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(2) **Significant Accounting Policies (continued)**

combination and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. SFAS No. 141(R) is effective for the Company beginning January 1, 2009 and the Company will apply the provisions of SFAS No. 141(R) prospectively to any business combinations for which the acquisition date is on or after January 1, 2009.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements – an Amendment of Accounting Research Bulletin No. 51," ("SFAS No. 160"). SFAS No. 160 establishes accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. SFAS No. 160 is effective for the Company beginning January 1, 2009 and the Company will apply the provisions of SFAS No. 160 prospectively as of that date.

In March 2008, the FASB issued SFAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities – An Amendment of SFAS No. 133," ("SFAS No. 161"). SFAS No. 161 is effective for the Company beginning January 1, 2009. SFAS No. 161 applies only to financial statement disclosures, and the Company does not expect the adoption of SFAS No. 161 to have a material impact on its consolidated financial statements and related disclosures.

In May 2008, the FASB issued SFAS No. 162, "The Hierarchy of Generally Accepted Accounting Principles," ("SFAS No. 162"). SFAS No. 162 identifies the sources of accounting principles and the framework for selecting the principles to be used in the preparation of financial statements that are presented in conformity with generally accepted accounting principles in the United States. This statement will be effective 60 days following the Securities and Exchange Commission's approval of the Public Company Accounting Oversight Board's amendments to AU Section 411, "The Meaning of Present Fairly in Conformity with Generally Accepted Accounting Principles." The Company does not expect the adoption of SFAS No. 162 to have a material impact on its consolidated financial statements.

(3) **Merger With Tutor-Saliba Corporation**

On September 8, 2008, the Company acquired all of the outstanding shares of Tutor-Saliba Corporation ("Tutor-Saliba"), a privately-held California-based construction company, in exchange for 22,987,293 shares of the Company's common stock. Two trusts controlled by Ronald N. Tutor, the Chief Executive Officer of both companies prior to the merger, which collectively owned 96% of the outstanding stock of Tutor-Saliba prior to the merger, received approximately 22.1 million shares of our common stock in connection with the merger. As a result of the merger, Mr. Tutor, through these two trusts, is the beneficial owner of approximately 43% of our outstanding common stock. These shares are subject to certain restrictions contained in a shareholders agreement between Mr. Tutor, the Company and other former Tutor-Saliba shareholders as described in the Current Report on Form 8-K filed with the SEC on April 7, 2008.

The fair value of the Company's common stock issued in the merger was equal to \$38.35 per share, which was based on the average of the closing market prices of the Company's common stock for the period beginning three trading days before and ending three trading days after April 2, 2008, the date on which the merger agreement was publicly announced, in accordance with EITF Issue 99-12, "Determination of the Market Price of Acquirer Securities Issued in a Purchase Business Combination." In addition to the shares issued, the purchase price includes \$13.5 million of estimated direct transaction costs, which consists of investment banking, legal and accounting fees, regulatory filing fees, and other external costs directly related to the merger. The Company's consolidated results of operations and financial position include the financial results of Tutor-Saliba from the date of acquisition.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(3) **Merger With Tutor-Saliba Corporation (continued)**

Tutor-Saliba operates in three business segments building construction, civil construction and international. Tutor-Saliba's building operations are conducted primarily in Nevada and California. Its civil operations have been historically focused primarily in California and New York. Its international operations are conducted primarily in Guam and the Philippines. Tutor-Saliba is a leading civil infrastructure and commercial building construction company that focuses on large, complex projects, usually ranging from \$100 million to \$1 billion or more in size. Tutor-Saliba manages all aspects of these projects, including design-build, design-bid-build and pre-construction services for project owners. These capabilities, together with its significant capacity to self-perform critical construction specialties such as concrete forming and placement, site excavation and support of excavation, and electrical and mechanical services, are the core strengths of Tutor-Saliba.

Tutor-Saliba was acquired because the Company believes it is a strong strategic fit, providing the combined company with enhanced opportunities for growth not available to the Company on a stand-alone basis through increased size, scale and management capabilities, complementary assets and expertise, particularly Tutor-Saliba's expertise in civil projects, immediate access to multiple geographic regions, and increased ability to compete for larger numbers of projects particularly in the civil construction segment due to an increased bonding capacity. The merger will also allow Mr. Tutor to focus his management efforts on the growth and development of the combined company.

The transaction was accounted for using the purchase method of accounting as required by SFAS No. 141, "Business Combinations." The Company has not yet completed the final allocation of the purchase price to the tangible and intangible assets of Tutor-Saliba. Pending the outcome of further analysis and third party valuations of the assets acquired, the preliminary purchase price allocation could change. The following table summarizes the estimated fair value of the assets acquired and liabilities assumed as of the acquisition date (in thousands):

Current assets	\$ 426,048
Property and equipment	124,515
Other long-term assets	14,268
Intangible assets	253,630
Goodwill	711,925
Total assets acquired	1,530,386
Current maturities of long-term debt	(16,762)
Other current liabilities	(366,280)
Long-term debt	(51,801)
Deferred income tax liabilities	(122,243)
Other long-term liabilities	(78,337)
Total purchase price	\$ 894,963

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(3) **Merger With Tutor-Saliba Corporation (continued)**

The \$711.9 million of "Goodwill" referred to above has been allocated to the Company's reportable segments, as follows: building construction segment (\$407.4 million), civil construction segment (\$253.5 million) and management services segment (\$51.0 million). Approximately \$12.0 million of the goodwill will be deductible for tax purposes.

The following table identifies the intangible assets acquired and their respective amortization period. The amounts assigned to intangible assets represent the Company's estimate of the fair value of the intangible assets acquired as of the acquisition date based on a preliminary independent appraisal.

	Fair Value	Weighted Average Amortization Period
(in thousands)		
Trade name	\$ 169,700	Indefinite
Favorable lease arrangements	32,900	30 years
Customer relationships	23,700	13 years
Construction contract backlog	21,300	2-3 years
Contractor licenses	6,030	Indefinite
Total	\$ 253,630	

In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets", the Company assesses the potential amount of impairment, if any, of goodwill and indefinite-lived intangible assets at least annually and whenever events or changes indicate that the carrying value may not be recoverable. As a result of the recently completed acquisition of Tutor-Saliba, the Company is in the process of completing its annual impairment test to assess the potential amount of impairment, if any, of the goodwill and indefinite-lived intangible assets initially recorded in the transaction. Impairment assessment inherently involves judgments as to assumptions about expected future cash flows and the impact of market conditions on those assumptions. The Company is evaluating the impact of current global economic and financial market conditions, including severe disruptions in the credit markets, on the construction markets in which the Company operates. In order to complete the testing for impairment, the Company is reviewing its estimates of future cash flows relating to the reporting units of Tutor-Saliba. To the extent the value of goodwill or intangible assets is impaired, the Company will be required to incur a non-cash charge to the Statement of Income relating to such impairment.

The following unaudited pro forma summary financial information presents the operating results of the combined company assuming that the merger occurred on January 1, 2007. This unaudited pro forma summary financial information is presented for informational purposes only and is not indicative either of the operating results that actually would have occurred had the merger been completed on January 1, 2007, or of future results.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(3) **Merger With Tutor-Saliba Corporation** (continued)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2008	2007	2008	2007
	(in thousands, except per share amounts) (Unaudited Pro Forma)			
Revenues	\$1,650,298	\$1,586,170	\$5,092,875	\$4,268,932
Income from construction operations	46,754	45,270	173,805	140,400
Net income	30,004	40,173	111,011	138,826
Earnings per share				
Basic	\$ 0.60	\$ 0.80	\$ 2.21	\$ 2.79
Diluted	\$ 0.59	\$ 0.79	\$ 2.19	\$ 2.76
Weighted average shares outstanding				
Basic	50,317	49,923	50,202	49,750
Diluted	50,847	50,545	50,747	50,341

The pro forma operating results for the three months and nine months ended September 30, 2008 include merger-related costs incurred by Tutor-Saliba of approximately \$4.2 million and \$7.0 million, respectively. The pro forma operating results for the three months and nine months ended September 30, 2007 include gains on the sales of marketable securities recorded by Tutor-Saliba of approximately \$13.7 million and \$71.1 million, respectively. The pro forma diluted earnings per share excluding the gains on sale of marketable securities for the three months and nine months ended September 30, 2007 were \$0.63 and \$1.68, respectively.

(4) **Cash and Cash Equivalents**

Cash equivalents include short-term, highly liquid investments with original maturities of three months or less.

Cash and cash equivalents as reported in the accompanying Consolidated Condensed Balance Sheets consist of amounts held by the Company that are available for general corporate purposes and the Company's proportionate share of amounts held by construction joint ventures that are available only for joint venture-related uses. Joint venture cash and cash equivalents are not restricted to specific uses within those entities, however, the terms of the joint venture agreements limit the Company's ability to distribute those funds and use them for corporate purposes. Cash held by construction joint ventures is distributed from time to time to the Company and to the other joint venture participants in accordance with their percentage interest after the joint venture partners determine that a cash distribution is prudent. Cash distributions received by the Company from its construction joint ventures are then available for general corporate purposes. At September 30, 2008 and December 31, 2007, the Company's cash balance also includes \$4.4 million and \$25.0 million, respectively, which represents an advance received from a project owner to be used to fund subcontract work on a specific project under certain circumstances. The Company has included these amounts in its contract billings and they are included as a component of "billings in excess of costs and estimated earnings" in the Consolidated Condensed

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(4) **Cash and Cash Equivalents** (continued)
Balance Sheets at September 30, 2008 and December 31, 2007

At September 30, 2008 and December 31, 2007, cash and cash equivalents consisted of the following (in thousands)

	Sept. 30, 2008	Dec. 31, 2007
Corporate cash and cash equivalents (available for general corporate purposes)	\$ 370,387	\$ 426,825
Company's share of joint venture cash and cash equivalents (available only for joint venture purposes, including future distributions)	30,302	32,363
	\$ 400,689	\$ 459,188

(5) **Fair Value Measurements**

In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157, "Fair Value Measurements," ("SFAS No. 157") which clarifies the definition of fair value, describes methods used to appropriately measure fair value, and expands fair value disclosure requirements. SFAS No. 157 applies under other accounting pronouncements that currently require or permit fair value measurements. The Company adopted SFAS No. 157 on January 1, 2008, as required. In February 2008, the FASB issued FASB Staff Position No. FAS 157-2, "Effective Date of FASB Statement No. 157," which amends SFAS No. 157 by delaying its effective date by one year for non-financial assets and non-financial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis. Therefore, the application of SFAS No. 157 relating to non-financial assets and non-financial liabilities of the Company will be adopted prospectively beginning January 1, 2009.

SFAS No. 157 establishes a three-tier valuation hierarchy for disclosure of the inputs to valuation used to measure fair value. This hierarchy prioritizes the inputs used in measuring fair value. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement. These hierarchical tiers are defined as follows:

Level 1 – inputs are unadjusted quoted prices in active markets for identical assets or liabilities

Level 2 – inputs are other than quoted prices in active markets that are either directly or indirectly observable through market corroboration

Level 3 – inputs are unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions based on the best information available in the circumstances

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(5) **Fair Value Measurements (continued)**

The following table provides the assets and liabilities carried at fair value measured on a recurring basis as of September 30, 2008 (in thousands)

	Total Carrying Value at Sept. 30, 2008	Fair Value Measurements at Sept. 30, 2008 Using		
		Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Cash and cash equivalents (1)	\$ 400,689	\$ 400,689	\$ -	\$ -
Short-term investments, exclusive of auction rate securities (2)	153	-	153	-
Auction rate securities (3)				
Short-term	8,350	-	-	8,350
Long-term	100,286	-	-	100,286
TOTAL	\$ 509,478	\$ 400,689	\$ 153	\$ 108,636

Assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) are as follows (in thousands)

	<u>Auction Rate Securities</u>
Balance at December 31, 2007	\$ -
Transfer into Level 3	8,000
Purchases and settlements, net	103,275
Impairment loss included in other income, net	(2,639)
Balance at September 30, 2008	<u>\$ 108,636</u>

- (1) Cash and cash equivalents consist primarily of money market funds with original maturity dates of three months or less, for which fair value is determined through quoted market prices
- (2) Short-term investments consist of an S&P 500 index mutual fund for which fair value is determined through quoted market prices
- (3) At September 30, 2008, the Company had \$108.6 million invested in auction rate securities ("ARS") which the Company considers as available-for-sale. The majority of the ARS held by the Company at September 30, 2008, totaling \$79.1 million, are in securities collateralized by student loan portfolios, which are guaranteed by the United States government. An additional amount totaling \$21.2 million are in securities collateralized by student loan portfolios, which are privately insured. The remainder of the securities, totaling \$8.3 million, are in tax-exempt bond investments, for which the market has had a number of successful auctions in the past nine months. All of the Company's ARS are rated AAA or AA. The Company estimated the fair value of its ARS utilizing an income approach valuation model which considered, among other items, the following

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(5) **Fair Value Measurements (continued)**

inputs (i) the underlying structure of each security, (ii) the present value of future principal and interest payments discounted at rates considered to reflect current market conditions, and (iii) consideration of the probabilities of default or repurchase at par for each period. As a result of the fair valuation analysis performed, the Company recorded a loss of \$2.7 million during the first quarter of 2008, which was deemed to be other-than-temporary and was recorded as a charge against income.

Due to the Company's belief that the market for both government-backed and privately insured student loans may take in excess of twelve months to fully recover, the Company has classified its \$100.3 million investment in these securities as non-current and this amount is included in Long-term Investments in the Consolidated Condensed Balance Sheets at September 30, 2008. Based on recent successful auctions experienced in the market and discussions with third party financial advisors, the Company believes that the market for the remaining balance of its ARS investments totaling \$8.3 million, which consists of tax-exempt bond investments, will recover, or that these bonds will be called at par, within the next twelve months and that the Company will be able to liquidate these investments within that time frame. Accordingly, this amount is classified as current and is included in Short-term Investments in the Consolidated Condensed Balance Sheets at September 30, 2008.

(6) **Contingencies and Commitments**

(a) Tutor-Saliba-Perini Joint Venture vs. Los Angeles MTA Matter

During 1995, a joint venture, Tutor-Saliba-Perini, or the Joint Venture, in which Perini Corporation, or Perini, was the 40% minority partner and Tutor-Saliba Corporation, or Tutor-Saliba, of Sylmar, California was the 60% managing partner, filed a complaint in the Superior Court of the State of California for the County of Los Angeles against the Los Angeles County Metropolitan Transportation Authority, or LAMTA, seeking to recover costs for extra work required by LAMTA in connection with the construction of certain tunnel and station projects. In 1999, LAMTA countered with civil claims under the California False Claims Act ("CFCA") against the Joint Venture, Tutor-Saliba and Perini jointly and severally (together, TSP). In September, 2008, Tutor-Saliba merged with Perini.

Claims concerning the construction of LAMTA projects were tried in 2001. During the trial, based on the Joint Venture's alleged failure to comply with the court's discovery orders, the judge issued terminating sanctions that resulted in a substantial judgment against TSP.

TSP appealed and, in January 2005, the State of California Court of Appeal reversed the trial court's entire judgment and found that the trial court judge had abused his discretion and had violated TSP's due process rights, and had imposed impermissibly overbroad terminating sanctions. The Court of Appeal also directed the trial court to dismiss LAMTA's claims that TSP had violated the Unfair Competition Law ("UCL") because LAMTA lacked standing to bring such a claim, and remanded the Joint Venture's claims against LAMTA for extra work required by LAMTA and LAMTA's counterclaim under the CFCA against TSP to the trial court for further proceedings, including a new trial.

In 2006, upon remand, the trial court allowed LAMTA to amend its cross-complaint to add the District Attorney as a party in order to have a plaintiff with standing to assert a UCL claim, and allowed a UCL claim to be added. The court also ordered that individual issues of the case be tried separately.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(6) Contingencies and Commitments (continued)

(a) Tutor-Saliba-Perini Joint Venture vs. Los Angeles MTA Matter (continued)

In December 2006, in the trial of the first issue, which arose out of a 1994 change order involving a Disadvantaged Business Enterprise subcontractor pass-through claim, the jury found that the Joint Venture had submitted two false claims for payment and had breached its contract with LAMTA and awarded LAMTA \$111,651 in direct damages. The court has awarded penalties of \$10,000 for each of the two claims and will treble the damages awarded by the Jury. A final judgment with respect to these claims will not be entered until the entire case has been resolved and is subject to appeal. In addition, the court will determine whether there were any violations of the UCL, but has deferred its decision on those claims until the case is completed. Each such violation may bear a penalty of up to \$2,500.

In February 2007, the court granted a Joint Venture motion and precluded LAMTA in future proceedings from presenting its claims that the Joint Venture breached its contract and violated the CFCA by allegedly "frontloading" the so-called "B Series" contracts. The court ordered further briefing on LAMTA's UCL claim on this issue.

In December 2007, the court dismissed both TSP's and LAMTA's affirmative work restriction claims.

In September 2008, the Court tentatively ruled that LAMTA's Disadvantaged Business Enterprise (DBE) claims are sufficient to proceed to trial although the Court has not finally so ruled. The Court also agreed to hear TSP's argument that LAMTA's DBE program was/is unconstitutional thus making LAMTA's DBE claims unenforceable.

A schedule for addressing the remainder of the case thereafter has not yet been established. The court continues to indicate that it would like the parties to resolve the entire case through mediation. To date, efforts by the parties to settle the case have not been successful.

The ultimate financial impact of the lawsuit is not yet determinable. Therefore, no provision for loss, if any, has been recorded in the financial statements.

(b) Perini/Kiewit/Cashman Joint Venture-Central Artery/Tunnel Project Matter

Perini/Kiewit/Cashman Joint Venture, or PKC, a joint venture in which Perini holds a 56% interest and is the managing partner, is currently pursuing a series of claims for additional contract time and/or compensation against the Massachusetts Highway Department, or MHD, for work performed by PKC on a portion of the Central Artery/Tunnel project in Boston, Massachusetts. During construction, MHD ordered PKC to perform changes to the work and issued related direct cost changes with an estimated value, excluding time delay and inefficiency costs, in excess of \$100 million. In addition, PKC encountered a number of unforeseen conditions during construction that greatly increased PKC's cost of performance. MHD has asserted counterclaims for liquidated damages.

Certain of PKC's claims have been presented to a Disputes Review Board, or DRB, which consists of three construction experts chosen by the parties. To date, the various DRB panels have issued six awards and several interim decisions on PKC's claims. The second panel (the "Second DRB") has ruled on a binding basis that PKC is entitled to additional compensation for the first portion of its contract time delay claim in the amount of \$17.4 million. The Massachusetts Superior Court approved PKC's request to confirm the DRB's \$17.4 million award. The

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(6) **Contingencies and Commitments (continued)**

(b) Perini/Kiewit/Cashman Joint Venture-Central Artery/Tunnel Project Matter (continued)
Massachusetts Appeals Court affirmed that decision

The Second DRB has also ruled on a binding basis that PKC is entitled to four additional compensation awards, less credits, totaling \$39.8 million for impacts and inefficiencies caused by MHD to certain of PKC's work. The first two such awards, totaling \$17.1 million, have been confirmed by the Massachusetts Superior Court and were not appealed. MHD filed actions in the Superior Court seeking to vacate the other two awards, and PKC answered, seeking to confirm them. MHD later dropped its substantive objection to confirmation of these two awards, but continues to contest the payment of any interest on any of the five awards.

To date, the current DRB panel (the "Third DRB"), has issued two interim decisions and one award. The first interim decision, issued in December, 2007, held that the second portion of PKC's claim for contract time delay is not barred or limited by the 10% markups for overhead and profit on change orders. The second interim decision, issued in January, 2008, held that the date of the project's substantial completion, for purposes of calculating any liquidated damages, is August 23, 2003. Most recently, the Third DRB has issued an award to PKC in the amount of \$50.7 million (exclusive of interest) for further impacts and inefficiencies. Of that total award, \$41.1 million was issued as a binding arbitration award, and the remaining \$9.6 million was issued as a non-binding recommendation.

It is PKC's position that the remaining claims to be decided by the DRB on a binding basis have an anticipated value of approximately \$40 million (exclusive of interest). MHD disputes that the remaining claims before the DRB may be decided on a binding basis. Hearings before the DRB are scheduled to occur throughout 2008 and 2009.

Management has made an estimate of the total anticipated cost recovery on this project and it is included in revenue recorded to date. To the extent new facts become known or the final cost recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

(c) Investigation by U.S. Attorney for Eastern District of New York

In 2001, the Company received a grand jury subpoena for documents in connection with an investigation by the U.S. Attorney's Office for the Eastern District of New York. The investigation concerns contracting between the Company's civil division and disadvantaged, minority, and women-owned businesses in the New York City area construction industry. The Company has cooperated with the U.S. Attorney's Office in the investigation and produced documents pursuant to the subpoena in 2001 and 2002. In August 2006 and May 2007, the Company received additional grand jury subpoenas for documents in connection with the same investigation. The Company subsequently produced documents pursuant to those subpoenas, and continues to cooperate in the investigation. It is the Company's understanding that lawyers for two former Perini Civil Division employees also are in separate discussions with the U.S. Attorney's Office related to the investigation. On January 8, 2007, the Company was informed by the U.S. Attorney's Office that the Company meets the definition of "subject" in the United States Attorney's Manual. That definition is a "person whose conduct is within the scope of the grand jury's investigation." At the same time, the U.S. Attorney's Office also wrote to the Company that "Perini has been cooperatively engaged in discussions with this office and that we are considering a civil settlement with regard to Perini." The Company has been in active discussions with the U.S. Attorney's Office concerning a civil settlement of this matter.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(6) **Contingencies and Commitments (continued)**

(c) Investigation by U.S. Attorney for Eastern District of New York (continued)

The Company recorded a charge in 2007 with respect to this matter which materially affected the operating results of the civil segment. Since this matter has not been settled, the potential for a further charge (or credit) exists; however, management believes that the amount of such further charge or credit, if any, will not be material to the operating results of the Company or to the civil segment.

(d) Long Island Expressway/Cross Island Parkway Matter

The Company reconstructed the Long Island Expressway/Cross Island Parkway Interchange for the New York State Department of Transportation (the "NYSDOT"). The \$130 million project (the "Project") included the complete reconstruction and/or new construction of fourteen bridges and numerous retaining and barrier walls; reconfiguration of the existing interchange with the addition of three flyover bridges; widening and resurfacing of three miles of highway, and a substantial amount of related work. The Company substantially completed the Project in January 2004, and its work on the Project was accepted by the NYSDOT as finally complete in February 2006.

Because of numerous design errors, undisclosed utility conflicts, lack of coordination with local agencies and other interferences for which the Company believes that the NYSDOT is responsible, the Company suffered impacts involving every structure. As a result, the Company incurred significant additional costs in completing its work and suffered a significantly extended Project schedule.

The initial Project schedule contemplated substantial completion in 28 months from the Project commencement in September 2000. Ultimately, the time for substantial completion was extended by the NYSDOT by 460 days. While the Project was under construction, the NYSDOT made \$8.5 million of payments to the Company as additional compensation for its extended overhead costs.

The Company sought approximately \$33 million of additional relief from the NYSDOT for the delay and extra work it experienced. The NYSDOT, however, declined to grant the Company any further relief. Moreover, the NYSDOT stated it will take an adjustment of approximately \$2.5 million of the \$8.5 million it previously paid to the Company for its extended overhead costs. Since the NYSDOT has accepted the Company's work as complete, it must close out the Project contract. The Company is actively pursuing the closeout of this Contract with NYSDOT and hopes to achieve the same within the next few months.

After the closeout of the Project contract by the NYSDOT, the Company will file a formal claim with the NYSDOT for the delay and extra work it experienced, as well as for appropriate portions of the adjustment taken by the NYSDOT to the amounts previously paid to the Company for its extended overhead costs, as a condition precedent to filing an action in the New York Court of Claims.

Management has made an estimate of the total anticipated cost recovery on the Project and it is included in revenue recorded to date. To the extent new facts become known or the final cost recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(6) Contingencies and Commitments (continued)

(e) The Cosmopolitan Resort and Casino Matter

The Company is engaged in the construction of the Cosmopolitan Resort and Casino, a mixed-use casino/hotel development project in Las Vegas, Nevada, (the "Project"). On January 16, 2008, Deutsche Bank AG (the "Bank") delivered a notice of loan default to Cosmo, Senior Borrower LLC ("Cosmo"), then the Owner/Developer of the Project. Subsequently, the Bank foreclosed against the property and, as of August 29, 2008, Nevada Property 1 LLC ("NP1") acquired title to the Project. Subsequently, NP1 notified the Company that it elected to have the Company continue with the performance of the work, and that it assumed the obligations of Cosmo under the construction contract for the Project.

The Company had an interim commitment from the Bank under which the Bank continued to pay the Company for performing construction work on the Project on a monthly basis. The Company has requested the Bank to reaffirm that commitment pending the Company's receipt of assurances of financing from NP1 for future payments. Construction work continues on the Project and all current amounts due the Company have been paid pursuant to the terms of the construction contract.

On August 14, 2008, the parties executed an amendment to the Project contract increasing the contract value and setting the guaranteed maximum price at approximately \$2.3 billion for the Project. The Project currently is expected to be completed in early 2010. As of September 30, 2008, approximately \$1.15 billion of work remained to be performed by the Company under the construction contract.

The ultimate financial impact of this matter, if any, is not yet determinable. Therefore, no provision for loss or contract profit reduction, if any, has been recorded in the financial statements.

(f) Queensridge

Perini Building Company, Inc. ("PBC") was the general contractor for the construction of One Queensridge Place, a condominium project in Las Vegas, Nevada. The developer of the project, Queensridge Towers, LLC / Executive Home Builders, Inc. ("Queensridge"), has failed to pay PBC for work which PBC and its subcontractors performed on the project. The subcontractors have brought claims against PBC and have filed liens on the property in the amount of approximately \$25 million. PBC has also filed a lien on the property in the amount of \$24 million, representing unpaid contract balances and additional work, which is subordinate to a pre-existing security interest of the lender as to all amounts over \$11.2 million. Through an action in the Clark County District Court in Nevada, PBC has asked the court to consolidate all of the claims into one proceeding and to compel Queensridge and the subcontractors to participate in binding arbitration of all of those claims per the requirements of the contract. The court has advised that it will not act on the Motion to Compel Arbitration until it rules on several other pending motions. To date, efforts by the parties to settle the matter have not been successful.

Management has made an estimate of the total anticipated recovery on this project and it is included in revenues recorded to date. To the extent new facts become known or the final recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(6) Contingencies and Commitments (continued)

(g) Gaylord Hotel and Convention Center

In 2005, Gaylord National, LLC ("Gaylord"), as Owner, and Perini Building Company, Inc ("PBC") /Tompkins Builders, Joint Venture ("PTJV"), as Construction Manager, entered into a contract ("Contract") to construct the Gaylord National Resort and Convention Center ("Project") in Maryland. PBC is the managing partner of the joint venture. The Project included 2000 hotel rooms, a spa, swimming pool, restaurants, a convention center and other meeting space, surface and structural parking, site work, a central utility plant and various other elements.

PTJV has requested that Gaylord pay the amounts that PTJV asserts are due pursuant to the Project Contract. On September 10, 2008, the Owner informed PTJV, *inter alia*, that it disputes payment of such amounts and set forth certain claims against PTJV.

On September 18, 2008, PTJV filed suit for \$80 million against Gaylord and a petition for a lien in the Circuit Court for Prince George's County Maryland. PTJV will vigorously prosecute this action to obtain all of the compensation to which it is entitled. On October 10, 2008, Gaylord filed a separate suit in the same court against PTJV seeking approximately \$65 million in damages. PTJV denies liability to Gaylord and will vigorously defend itself against Gaylord's action.

The Project currently is in a close out process with subcontractors. Some subcontractors have filed suits and lien petitions or have given notice of intent to claim a lien. PTJV is currently a party to several of those suits. Generally, the subcontractors seek payment from PTJV and Gaylord for sums which Gaylord has failed to pay PTJV. In addition, in the case of *Banker Steel v. Gaylord LLC, & Perini/Tompkins, JV*, which was also filed in the Circuit Court for Prince George's County, Maryland, PTJV alleges that Banker Steel owes PTJV approximately \$3.8 million.

PTJV and Gaylord met for settlement discussions on September 19, 2008 and October 22, 2008 and active settlement discussions are ongoing. Management has made an estimate of the total anticipated recovery on this project and it is included in revenues recorded to date. To the extent new facts become known or the final recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

(h) Shareholder Litigation

(1) Weitman v. Tutor, et al Matter

On June 19, 2008, an individual named Nina Weitman filed a lawsuit in Superior Court of Middlesex County, Massachusetts, (*Weitman v Tutor, et al.*, (Massachusetts Superior Court, Middlesex County, No. 08-2351) allegedly on behalf of herself and other shareholders of Perini Corporation ("Perini"), against Ronald N. Tutor, Robert Band, Raymond R. Oneglia, Michael R. Klein, William W. Brittain, Jr., Robert A. Kennedy, Peter Arkley and Robert L. Miller (collectively, the "Individual Defendants"), Perini Corporation itself, and Tutor-Saliba Corporation ("Tutor-Saliba"). Ms. Weitman reportedly owns seventeen (17) shares of Perini Corporation common stock. The complaint alleged generally that the Individual Defendants breached their fiduciary duties to Perini by agreeing to enter into the Merger Agreement with Tutor-Saliba. Specifically, the complaint alleged that the proxy statement related to, among other things, the meeting of the Perini shareholders to approve the merger, did not provide shareholders with enough information regarding the merger; that the exchange ratio in the Merger Agreement was not fair to the Perini shareholders, and that Perini's board of directors allegedly breached its fiduciary duties by, among other things, allegedly failing to examine strategic alternatives to the merger. The complaint sought, among other forms of relief, certification of the case as a class action, injunctive relief to

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(6) **Contingencies and Commitments (continued)**

(h) Shareholder Litigation (continued)

(1) *Weitman v. Tutor, et al Matter (continued)*

enjoin the proposed merger, rescission in the event that the merger is consummated before a judgment in the case is entered, and damages

The plaintiff had filed a motion seeking expedited procedures for its lawsuit. On August 13, 2008, the Superior Court issued an Order denying Plaintiff's motion for expedited procedures. Plaintiff did not file a motion to enjoin the Merger, which was completed on September 8, 2008.

In the Superior Court, Perini had moved to dismiss the complaint as to Perini and Tutor-Saliba had moved to dismiss the complaint as to Tutor-Saliba. On July 31, 2008, rather than responding to Perini's and Tutor-Saliba's motions to dismiss, plaintiff filed an Amended Complaint alleging new claims for aiding and abetting breach of fiduciary duties and conspiracy, and naming Tnfecta Acquisition LLC as a new defendant. The defendants subsequently removed the case to the United States District Court for the District of Massachusetts, where it is now pending. Plaintiff has moved to remand the case to Massachusetts Superior Court, and the defendants have renewed their motions to dismiss that they initially filed in that Court. Those motions are scheduled to be heard on November 18, 2008.

(2) *Isham and Rollman Securities Litigation Matters*

Two putative class actions have been filed in the U.S. District Court for the District of Massachusetts on behalf of individuals who purchased Perini stock between November 2, 2006 and January 17, 2008, alleging securities fraud violations against Perini and company executives Ronald N. Tutor, Robert Band, Michael E. Ciskey and Kenneth R. Burk (collectively, the "Isham/Rollman Individual Defendants"). The first lawsuit was filed on August 18, 2008, by an individual named William B. Isham. On September 11, 2008, an individual named Marion Rollman filed the second lawsuit.

In both cases, the plaintiffs claim that Perini and the Isham/Rollman Individual Defendants violated sections 10(b) and 20(a) of the 1934 Exchange Act, as well as the SEC's Rule 10b-5. The complaints allege generally that the defendants purportedly made material misrepresentations or omissions in press releases and SEC filings regarding the future prospects for Las Vegas construction projects. The plaintiffs claim that the alleged misrepresentations or omissions had the effect of artificially inflating the value of Perini's stock. Plaintiffs further allege that stock sales by the Isham/Rollman Individual Defendants prior to disclosures related to the developer of one of the Las Vegas projects support the claims that the defendants misrepresented or omitted material facts regarding the future prospects of these projects. Plaintiffs seek certification of the matter as a class action, and damages allegedly incurred by Perini shareholders who had purchased stock during the putative class period. Scheduling orders have not yet been entered in these cases.

(3) *Adams Derivative Lawsuit*

On October 7, 2008, an individual named Kathy Adams, allegedly derivatively on behalf of Perini Corporation, filed a suit in Middlesex County, Massachusetts, Superior Court (*Adams v. Tutor, et al.*, (Massachusetts Superior Court, Middlesex County, No. 08-3740)), against defendants Ronald N. Tutor, Willard W. Brittain, Jr., Michael Klein, Robert A. Kennedy, Raymond R. Oneglia, Robert L. Miller, Peter Arkley, Robert Band and C. L. Max Nikias, (collectively, the "Adams Individual Defendants") as well as Perini itself as a nominal defendant. Adams did not make a demand on the Board of Directors before filing this derivative lawsuit.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(6) **Contingencies and Commitments (continued)**

(h) Shareholder Litigation (continued)

(3) Adams Derivative Lawsuit (continued)

The Complaint alleges that the Adams Individual Defendants concealed the business prospects of certain of Perini's Las Vegas construction contracts, and that their sales of Perini stock in advance of the alleged corrective disclosure amounted to insider trading. Plaintiff alleges that the Adams Individual Defendants breached their fiduciary obligations, and that Perini has been damaged as a result. In addition to these allegations, the Complaint also alleges that the members of the Board of Directors are conflicted due to their alleged substantial likelihood of liability for the derivative claims, and that they lack sufficient independence with which to render a decision as to whether the Company should pursue the derivative claims, such that demand would have been a futile act.

The Complaint alleges six counts against the Adams Individual Defendants: (i) breach of fiduciary duty for failing to disclose the true business prospects of the Las Vegas construction contracts, (ii) abuse of control; (iii) gross mismanagement, (iv) waste of corporate assets; (v) unjust enrichment, and (vi) insider selling. On behalf of the Company, the plaintiff seeks money damages, injunctive relief, restitution and disgorgement of profits. The plaintiff also seeks attorneys fees, costs and expenses. To date, there has been no activity in this case subsequent to the filing of the Complaint.

The Company believes that it has meritorious defenses to all of the actions described in this Note 6(h) and intends to defend against them vigorously. However, the Company cannot predict the timing or outcome of these cases, or the possible effect on the Company's financial results.

(7) **Stock-Based Compensation**

The 2004 Stock Option and Incentive Plan, as amended and approved by the Company's stockholders, provides for the issuance of 5,500,000 shares of the Company's common stock. This plan allows these stock-based compensation awards to be granted in a variety of forms, including stock options, stock appreciation rights, restricted stock awards, unrestricted stock awards, deferred stock awards and dividend equivalent rights.

The Compensation Committee of the Company's Board of Directors has approved the grant of 2,170,000 restricted stock units under the 2004 Stock Option and Incentive Plan to certain of its executive officers, employees and directors. As of September 30, 2008, 669,999 restricted stock units were vested. Of the remaining 1,500,001 restricted stock units outstanding at September 30, 2008, 385,001 generally vest in equal installments on January 2, 2009 and 2010, 365,000 generally vest on January 2, 2010, and 750,000 vest on September 4, 2013. Of the 1,500,001 restricted stock units outstanding at September 30, 2008, 683,334 are subject only to the satisfaction of service requirements and the remaining 816,667 are subject to the satisfaction of both service requirements and achievement of certain pretax income performance criteria. Upon vesting, each restricted stock unit will be exchanged for one share of the Company's common stock. The aggregate grant date fair value of the restricted stock units is \$65.6 million based on the closing price of the Company's common stock on the dates of grant. For the three month and nine month periods ended September 30, 2008, the Company recognized compensation expense of \$2.5 million and \$8.5 million, respectively, related to these restricted stock units and these amounts are included as a component of "General and Administrative Expenses" in the Consolidated Condensed Statements of Income. At September 30, 2008, there was \$26.2 million of unrecognized compensation cost related to the non-vested restricted stock units outstanding.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(7) **Stock-Based Compensation (continued)**

which, absent significant forfeitures in the future, will be recognized over a weighted average period of 4.1 years

In September 2008, the Compensation Committee of the Company's Board of Directors granted 495,000 nonqualified stock options to certain employees under the Company's 2004 Stock Option and Incentive Plan. The options were granted at an exercise price of \$26.19 per share, the fair market value of the Company's common stock on the date of grant, as defined. The options vest and are exercisable after five years and expire ten years from the date of grant. The grant date fair value of the stock options of \$7.2 million was determined by utilizing the Black-Scholes-Merton option pricing model incorporating the following assumptions: exercise price of \$26.19 per share, expected term of 7.5 years, volatility of 48.45%, annual rate of quarterly dividends of zero, and a risk-free interest rate of 3.52%. For both the three and nine month periods ended September 30, 2008, the Company recognized compensation expense of \$0.1 million related to these stock options and these amounts are included as a component of "General and Administrative Expenses" in the Consolidated Condensed Statements of Income. At September 30, 2008, there was \$7.1 million of unrecognized compensation cost related to the stock options outstanding which, absent significant forfeitures in the future, will be recognized over a weighted average period of 4.9 years.

A summary of stock-based compensation awards related to the Company's 2004 Stock Option and Incentive Plan for the nine months ended September 30, 2008 is as follows:

	Number of Shares	Weighted Average Grant Date Fair Value of Restricted Stock Units	Exercise Price per Stock Option	Shares Available to Grant
Outstanding at January 1, 2008	1,030,000	\$32.47	-	1,407,626
Restricted stock units granted	825,000	\$26.94	-	(825,000)
Stock options granted	495,000	-	\$26.19	(495,000)
Restricted stock units vested and issued	(354,999)	\$33.28	-	-
Common stock issued for Board of Directors compensation	-	-	-	(22,447)
Approved plan amendment	-	-	-	2,500,000
Reacquired	-	-	-	28,858
Outstanding at September 30, 2008	<u>1,995,001</u>	\$29.23	\$26.19	<u>2,584,037</u>

The aggregate intrinsic value of the restricted stock units outstanding at September 30, 2008 is approximately \$38.7 million.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(7) **Stock-Based Compensation (continued)**

Options outstanding at September 30, 2008 under the 2004 Stock Option and Incentive Plan and related weighted average price and life information is as follows

<u>Remaining Life (Years)</u>	<u>Grant Date</u>	<u>Options Outstanding</u>	<u>Options Exercisable</u>	<u>Weighted Average Exercise Price</u>	<u>Aggregate Intrinsic Value</u>
10	9/5/2008	495,000	-	\$26.19	\$0.00

In May 2000, the Company's stockholders approved the adoption of the Special Equity Incentive Plan which makes available non-qualified stock options exercisable for 3,000,000 shares of the Company's common stock to key executives, employees and directors of the Company. Options under this plan cannot be granted at less than the fair market value of the Company's common stock on the date of grant. Options under this plan generally expire 10 years from the date of grant and are generally exercisable in three equal annual installments, on the date of grant and on the first and second anniversary of the date of grant. As of September 30, 2008, all of the options outstanding were exercisable.

A summary of stock option activity related to the Company's Special Equity Incentive Plan is as follows

	<u>Number of Shares</u>	<u>Exercise Price Per Share Range</u>	<u>Weighted Average</u>	<u>Shares Available to Grant</u>
Outstanding at January 1, 2008	36,500	\$3.13 - \$4.50	\$3.97	195,634
Exercised	-			-
Outstanding at September 30, 2008	<u>36,500</u>	<u>\$3.13 - \$4.50</u>	<u>\$3.97</u>	<u>195,634</u>

Options outstanding at September 30, 2008 under the Special Equity Incentive Plan and related weighted average price and life information is as follows

<u>Remaining Life (Years)</u>	<u>Grant Date</u>	<u>Options Outstanding</u>	<u>Options Exercisable</u>	<u>Weighted Average Exercise Price</u>	<u>Aggregate Intrinsic Value</u>
2	5/25/2000	14,000	14,000	\$3.13	\$ 317,310
2.25	9/12/2000	22,500	22,500	\$4.50	479,025
Totals		<u>36,500</u>	<u>36,500</u>	<u>\$3.97</u>	<u>\$ 796,335</u>

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(8) **Amended Credit Agreement**

On September 8, 2008, the Company entered into a Third Amended and Restated Credit Agreement (the "Amended Agreement"), as Borrower, with Bank of America, N A , as Administrative Agent, Swing Line Lender and L/C Issuer (the "Lender") The Amended Agreement amends and restates in its entirety an existing Second Amended and Restated Credit Agreement dated May 7, 2008 among the Company, as Borrower, and the Lender, as Administrative Agent (the "Existing Agreement"), which provides for a \$125 million revolving credit facility and an additional \$117.3 million under a supplementary facility

The Amended Agreement replaces the Existing Agreement and allows the Company to borrow up to \$155 million on a revolving credit basis, with a \$50 million sublimit for letters of credit, and an additional \$111.3 million at September 30, 2008 under a supplementary facility to the extent that the \$155 million base facility has been fully drawn. Subject to certain conditions, the Company has the option to increase the base facility by up to an additional \$45 million. Similar to the Existing Agreement, certain subsidiaries of the Company unconditionally guarantee the obligations of the Company under the Amended Agreement. Certain companies not party to the Existing Agreement, having become subsidiaries of the Company as a result of a merger completed on September 8, 2008 between the Company's acquisition subsidiary and Tutor-Saliba Corporation, also became guarantors under the Amended Agreement. The obligations under the Amended Agreement are secured by a lien on all personal property and certain real property of the Company and its subsidiaries party thereto. Amounts outstanding under the Amended Agreement bear interest at a rate equal to, at the Company's option, (a) the adjusted British Bankers Association LIBOR rate, as defined, plus 100 to 200 basis points (with a floor of 125 basis points for the \$155 million base facility) based on the ratio of consolidated funded indebtedness of the Company and its subsidiaries to consolidated EBITDA or (b) the higher of the Federal Funds Rate plus 50 basis points, or the prime rate announced by Bank of America, N A , plus up to 75 basis points based on the ratio of consolidated funded indebtedness of the Company and its subsidiaries to consolidated EBITDA. In addition, the Company has agreed to pay quarterly facility fees of 0.50% per annum of the unused portion of the base credit facility and ranging from 0.20% to 0.35% per annum of the unused portion of the supplementary facility. Any outstanding loans under the Amended Agreement mature on February 22, 2012, unless extended pursuant to the terms of the Amended Agreement, provided, however, the supplementary facility will terminate on (and all loans thereunder must be repaid on or before) May 6, 2009.

The Amended Agreement requires the Company to comply with certain financial and other covenants at the end of each fiscal quarter including

- Consolidated net worth of at least \$160.5 million, increased on a cumulative basis commencing with the fiscal quarter ending December 31, 2006, by an amount equal to 50% of consolidated net income (with no deductions for net losses) for the fiscal quarter then ended plus 100% of the amount of all Equity Issuances (as defined in the Amended Agreement) after the closing date of the Amended Agreement that increase consolidated shareholders' equity,
- Consolidated leverage ratio of no more than 2.5 to 1.0,
- Fixed charge coverage ratio of consolidated EBITDA over covered charges (which includes interest expense, cash taxes, scheduled payments of principal and interest, and current period dividends on the Company's preferred stock) of at least 1.5 to 1.0, and
- Consolidated asset coverage ratio of at least 1.5 to 1.0

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(8) **Amended Credit Agreement (continued)**

The Amended Agreement also includes certain customary provisions for this type of facility, including operational covenants restricting liens, investments, indebtedness, fundamental changes in corporate organization, and dispositions of property, and events of default, certain of which include corresponding grace periods and notice requirements. In addition, the Amended Agreement provides that the supplementary facility shall be reduced by the amount of any reduction in the principal amount of certain auction rate securities presently held by the Company. The Amended Agreement provides for customary events of default with corresponding grace periods, including (i) failure to pay any principal or interest when due, (ii) failure to comply with covenants, (iii) any material representation or warranty made by the Company proving to be incorrect in any material respect, (iv) defaults relating to or acceleration of other material indebtedness, (v) certain insolvency or receivership events affecting the Company, (vi) a change in control of the Company, or (vii) the Company becoming subject to certain material judgments. In the event of a default, the Administrative Agent, at the request of the requisite number of lenders, must terminate the lenders' commitments to make loans under the Amended Agreement and declare all obligations under the Amended Agreement immediately due and payable. For certain events of default related to insolvency and receivership, the commitments of the lenders will be automatically terminated and all outstanding obligations of the Company will become immediately due and payable.

(9) **Earnings per Common Share**

Basic earnings per common share was computed by dividing net income by the weighted average number of common shares outstanding. Diluted earnings per common share was similarly computed after giving consideration to the dilutive effect of stock options and restricted stock units outstanding on the weighted average number of common shares outstanding.

(10) **Dividends**

There were no cash dividends declared or paid on the Company's outstanding common stock during the periods presented in the consolidated condensed financial statements included herein.

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(11) **Business Segments**

The following tables set forth certain business segment information relating to the Company's operations for the nine month and three month periods ended September 30, 2008 and 2007 (in thousands)

Nine months ended September 30, 2008

	<u>Reportable Segments</u>				<u>Corporate</u>	<u>Consolidated Total</u>
	<u>Building</u>	<u>Civil</u>	<u>Management Services</u>	<u>Totals</u>		
Revenues	\$ 3,757,041	\$ 192,773	\$ 107,544	\$ 4,057,358	\$ -	\$ 4,057,358
Income from Construction Operations	\$ 112,115	\$ 13,588	\$ 23,721	\$ 149,424	\$ (15,598) *	\$ 133,826
Assets	\$ 2,133,090	\$ 591,535	\$ 165,401	\$ 2,890,026	\$ 494,002	\$ 3,384,028

Nine months ended September 30, 2007

	<u>Reportable Segments</u>				<u>Corporate</u>	<u>Consolidated Total</u>
	<u>Building</u>	<u>Civil</u>	<u>Management Services</u>	<u>Totals</u>		
Revenues	\$ 3,084,676	\$ 183,256	\$ 113,710	\$ 3,381,642	\$ -	\$ 3,381,642
Income (Loss) from Construction Operations	\$ 92,863	\$ (8,017)	\$ 38,471	\$ 123,337	\$ (16,377) *	\$ 106,960

Three months ended September 30, 2008

	<u>Reportable Segments</u>				<u>Corporate</u>	<u>Consolidated Total</u>
	<u>Building</u>	<u>Civil</u>	<u>Management Services</u>	<u>Totals</u>		
Revenues	\$ 1,294,331	\$ 74,069	\$ 44,235	\$ 1,412,635	\$ -	\$ 1,412,635
Income from Construction Operations	\$ 35,154	\$ 10,017	\$ 12,086	\$ 57,257	\$ (4,994) *	\$ 52,263

Three months ended September 30, 2007

	<u>Reportable Segments</u>				<u>Corporate</u>	<u>Consolidated Total</u>
	<u>Building</u>	<u>Civil</u>	<u>Management Services</u>	<u>Totals</u>		
Revenues	\$ 1,145,092	\$ 63,025	\$ 34,549	\$ 1,242,666	\$ -	\$ 1,242,666
Income (Loss) from Construction Operations	\$ 33,321	\$ (6,775)	\$ 12,753	\$ 39,299	\$ (5,800) *	\$ 33,499

* Consists of corporate general and administrative expenses

PERINI CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(continued)

(12) **Employee Pension Plans**

The Company has a defined benefit pension plan that covers its executive, professional, administrative and clerical employees, subject to certain specified service requirements. The Company also has an unfunded supplemental retirement plan for certain employees whose benefits under the defined benefit plan are reduced because of compensation limitations under federal tax laws. Effective June 1, 2004, all benefit accruals under the Company's pension plan were frozen, however, the current vested benefit was preserved. In accordance with FASB Statement No. 132(R), "Employers' Disclosures About Pensions and Other Post-Retirement Benefits", the pension disclosure presented below includes aggregated amounts for both of the Company's plans. The following table sets forth the net pension cost by component for the three and nine month periods ended September 30, 2008 and 2007 (in thousands):

	Three Months Ended Sept. 30,		Nine Months Ended Sept. 30,	
	2008	2007	2008	2007
Interest cost on projected benefit obligation	\$ 1,178	\$ 1,138	\$ 3,494	\$ 3,368
Expected return on plan assets	(1,199)	(1,049)	(3,600)	(3,402)
Recognized actuarial loss	306	635	1,102	1,696
 Net Pension Cost	 <u>\$ 285</u>	 <u>\$ 724</u>	 <u>\$ 996</u>	 <u>\$ 1,662</u>

The Company contributed \$2.0 million and \$0.6 million to its defined benefit pension plan on April 1, 2008 and July 15, 2008, respectively. The Company contributed an additional \$0.6 million to its defined benefit pension plan in October 2008.

In accordance with SFAS No. 158, "Employer's Accounting for Defined Benefit Pension and Other Postretirement Plans – an Amendment of FASB Statements No. 87, 88, 106 and 132(R)", the Company has historically measured the funded status of its plans as of the date of its fiscal year-end. During the first nine months of 2008, the actual returns on the Company's pension plan assets are less than the expected returns due primarily to the recent general decline in the financial markets. If the financial returns on the Company's plan assets remain negative, it is likely that the Company will record an additional non-cash charge in accumulated other comprehensive loss at December 31, 2008. The amount of the charge will depend on the actual financial returns experienced in 2008 and the discount rate used to calculate the Company's projected benefit obligations under its plans.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

Perini Corporation is a leading construction services company, based on revenues, as ranked by *Engineering News-Record*, offering diversified general contracting, construction management and design-build services to private clients and public agencies throughout the world. We have provided construction services since 1894 and have established a strong reputation within our markets for executing large, complex projects on time and within budget while adhering to strict quality control measures. We offer general contracting, pre-construction planning and comprehensive project management services, including the planning and scheduling of the manpower, equipment, materials and subcontractors required for a project. We also offer self-performed construction services including site work, concrete forming and placement, steel erection and electrical and mechanical, plumbing and HVAC.

Our business is conducted through three segments: building, civil, and management services. Our building segment focuses on large, complex projects in the hospitality and gaming, municipal offices, sports and entertainment, educational, transportation, corrections, healthcare, biotech, pharmaceutical and high-tech markets, and electrical and mechanical, plumbing and HVAC services as a subcontractor to the Company and other general contractors. Our civil segment specializes in public works construction, primarily in the western, northeastern and mid-Atlantic United States, including the repair, replacement and reconstruction of the public infrastructure such as highways, bridges, mass transit systems and wastewater treatment facilities. Our management services segment, including the recently acquired Tutor-Saliba operation in Guam (see "Recent Developments" below), provides diversified construction, design-build and maintenance services to the U.S. military and government agencies, as well as to surety companies and multi-national corporations in the United States and overseas.

Significant Accounting Policies

Our significant accounting policies are described in Note 1 of Notes to Consolidated Financial Statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2007. Our critical accounting policies are also identified and discussed in Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2007. We have made no significant changes to these policies during the third quarter of 2008, except as noted below.

In September 2006, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 157, "Fair Value Measurements," ("SFAS No. 157") which clarifies the definition of fair value, describes methods used to appropriately measure fair value, and expands fair value disclosure requirements. SFAS No. 157 applies under other accounting pronouncements that currently require or permit fair value measurements. We adopted SFAS No. 157 on January 1, 2008, as required. In February 2008, the FASB issued FASB Staff Position No. SFAS 157-2, "Effective Date of FASB Statement No. 157," which amends SFAS No. 157 by delaying its effective date by one year for non-financial assets and non-financial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis. Therefore, the application of SFAS No. 157 relating to our non-financial assets and non-financial liabilities will be adopted prospectively beginning January 1, 2009. See Note 5, "Fair Value Measurements" for additional information.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities – including an Amendment of SFAS No. 115," ("SFAS No. 159"). SFAS No. 159 permits entities to choose to measure many financial instruments and certain other items at fair value. We adopted SFAS No. 159 on January 1, 2008, as required. We did not elect the fair value measurement option for any of our financial assets or liabilities. Therefore, the adoption of SFAS No. 159 had no impact on the Company's financial statements.

In December 2007, the FASB issued SFAS No. 141(R), "Business Combinations," ("SFAS No. 141(R)")

SFAS No. 141(R) establishes principles and requirements for how an acquirer of a business recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree. SFAS No. 141(R) also provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. SFAS No. 141(R) is effective for us beginning January 1, 2009 and we will apply the provisions of SFAS No. 141(R) prospectively to any business combinations for which the acquisition date is on or after January 1, 2009.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements – an Amendment of Accounting Research Bulletin No. 51," ("SFAS No. 160"). SFAS No. 160 establishes accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. SFAS No. 160 is effective for us beginning January 1, 2009 and we will apply the provisions of SFAS No. 160 prospectively as of that date.

In March 2008, the FASB issued SFAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities – An Amendment of SFAS No. 133," ("SFAS No. 161"). SFAS No. 161 is effective for us beginning January 1, 2009. SFAS No. 161 applies only to financial statement disclosures, and we do not expect the adoption of SFAS No. 161 to have a material impact on our consolidated financial statements and related disclosures.

In May 2008, the FASB issued SFAS No. 162, "The Hierarchy of Generally Accepted Accounting Principles," ("SFAS No. 162"). SFAS No. 162 identifies the sources of accounting principles and the framework for selecting the principles to be used in the preparation of financial statements that are presented in conformity with generally accepted accounting principles in the United States. This statement will be effective 60 days following the Securities and Exchange Commission's approval of the Public Company Accounting Oversight Board's amendments to AU Section 411, "The Meaning of Present Fairly in Conformity with Generally Accepted Accounting Principles." We do not expect the adoption of SFAS No. 162 to have a material impact on our consolidated financial statements.

Recent Developments

Merger With Tutor-Saliba Corporation

On September 8, 2008, we completed the acquisition of Tutor-Saliba Corporation ("Tutor-Saliba") pursuant to an agreement and plan of merger between the Company, Tutor-Saliba, Ronald N. Tutor and shareholders of Tutor-Saliba. Subsequent to the approval of the merger by the Company's shareholders, the Company issued 22,987,293 shares of its common stock to the shareholders of Tutor-Saliba in exchange for 100% of the outstanding capital stock of Tutor-Saliba. Mr. Tutor serves as our chairman and Chief Executive Officer. In addition, Mr. Tutor controls two trusts that collectively owned 96% of the outstanding stock of Tutor-Saliba prior to the merger. As a result of the merger, Mr. Tutor, through these two trusts, is the beneficial owner of approximately 43% of our outstanding common stock. These shares are subject to certain restrictions contained in a shareholders agreement between Mr. Tutor, the Company and other former Tutor-Saliba shareholders as described in our Current Report on Form 8-K as filed with the SEC on April 7, 2008.

The Company's operating results for the three month and nine month periods ended September 30, 2008 include the operating results of Tutor-Saliba from the date of acquisition. Similar to the Company, Tutor-Saliba operates in the same three segments: building, civil and management services, including Tutor-Saliba's existing operations in Guam. See Note 3 of Notes to Consolidated Condensed Financial Statements for additional information.

In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets", we assess the potential amount of impairment, if any, of goodwill and indefinite-lived intangible assets at least annually and whenever events or changes indicate that the carrying value may not be recoverable. As a result of the

recently completed acquisition of Tutor-Saliba, we are in the process of completing the annual impairment test to assess the potential amount of impairment, if any, of the goodwill and indefinite-lived intangible assets initially recorded in the transaction. Impairment assessment inherently involves judgments as to assumptions about expected future cash flows and the impact of market conditions on those assumptions.

The Company is evaluating the impact of current global economic and financial market conditions, including severe disruptions in the credit markets, on the construction markets in which the Company operates. In order to complete the testing for impairment, we are reviewing our estimates of future cash flows relating to the reporting units of Tutor-Saliba. To the extent the value of goodwill or intangible assets is impaired, we will be required to incur a non-cash charge to the Statement of Income relating to such impairment.

Amended Credit Facility

Effective September 8, 2008, we entered into a Third Amended and Restated Credit Agreement (the "Amended Agreement") with Bank of America, as Agent. The Amended Agreement amends and replaces in its entirety an existing credit agreement dated May 7, 2008 which provided for a \$125 million revolving credit facility and an additional \$117.3 million under a supplementary facility. The Amended Agreement allows us to borrow up to \$155 million on a revolving credit basis, with a \$50 million sublimit for letters of credit, and an additional \$111.3 million at September 30, 2008 under a supplementary facility (the "Supplementary Facility") to the extent that the \$155 million base facility has been fully drawn. Subject to certain conditions, we have the option to increase the base facility by up to an additional \$45 million. The total amount available to borrow under the Supplementary Facility reduces upon the sale of all or any portion of the \$111.7 million of auction rate securities held in our investment portfolio as of September 8, 2008. This Supplementary Facility provides us with access to a source of liquidity through May 6, 2009. For a description of additional material terms of the Amended Agreement, see Note 8 of Notes to Consolidated Condensed Financial Statements.

Grant of Restricted Stock Units and Stock Options

On September 5, 2008, the Compensation Committee of our Board of Directors approved the grant of 750,000 restricted stock units and 495,000 nonqualified stock options to certain of our employees and directors under our 2004 Stock Option and Incentive Plan. We are accounting for both of these stock-based compensation items in accordance with SFAS No. 123(R), "Share-Based Payment", beginning in the third quarter of 2008. The grant date fair value of each of the restricted stock units is \$26.19, the closing price of our common stock on September 5, 2008. The grant date fair value of each of the nonqualified stock options is \$14.63, based on utilization of the Black-Scholes-Merton model to determine the grant date fair value. We recognized a \$0.5 million pretax charge in the third quarter of 2008 for compensation cost related to these equity awards granted in the third quarter of 2008.

Backlog of \$8.3 Billion

Our backlog of uncompleted construction work at September 30, 2008 was approximately \$8.3 billion, as compared to the \$7.6 billion backlog reported at December 31, 2007. The September 30, 2008 backlog includes approximately \$1.2 billion of backlog, before elimination of intercompany amounts, added in the third quarter of 2008 due to the acquisition of Tutor-Saliba. The September 30, 2008 backlog also includes new contract awards and adjustments to contracts in process added during the third quarter of 2008 totaling approximately \$1.95 billion, which includes a \$1.2 billion contract to build the new Terminal 3 at McCarran International Airport in Las Vegas and approximately \$193 million in additional work in the hospitality and gaming market in Las Vegas. Our management services segment added \$360 million of new awards primarily for work in Iraq, including continued overhead cover protection projects, and a runway project in Guam. Our civil segment was awarded a \$73 million contract for a new roadway project in Virginia.

	Backlog at Dec. 31, 2007	New Business Awarded	Revenue Recognized	Backlog at Sept. 30, 2008
		(In millions)		
Building	\$ 6,981.7	\$ 3,980.0	\$ (3,757.0)	\$ 7,204.7
Civil	457.9	352.5	(192.8)	617.6
Management Services	128.1	481.9	(107.6)	502.4
Total	\$ 7,567.7	\$ 4,814.4	\$ (4,057.4)	\$ 8,324.7

Results of Operations

Comparison of the Third Quarter of 2008 with the Third Quarter of 2007

Revenues increased by \$169.9 million to \$1,412.6 million, gross profit increased by \$21.6 million, income from construction operations increased by \$18.8 million, and net income increased by \$10.1 million (or 42.1%) to \$34.1 million in 2008. While a part of these increases reflect the inclusion of Tutor-Saliba's operating results for one month in the third quarter of 2008 since the completion of the acquisition, the strong performance in the third quarter of 2008 was led by our building and management services along with an improved profit contribution from our civil segment. The increase in revenues and profit primarily reflects the conversion of our substantial building segment backlog into revenues and profit as expected, bolstered by the positive impact of the Tutor-Saliba operating results across all of our operating segments. Basic earnings per common share were \$1.03 for the third quarter of 2008, compared to \$0.89 for the third quarter of 2007. Diluted earnings per common share were \$1.01 for the third quarter of 2008, compared to \$0.87 for the third quarter of 2007.

	Revenues for the Three Months Ended Sept. 30,		Increase	% Change
	2008	2007		
	(In millions)			
Building	\$ 1,294.3	\$ 1,145.1	\$ 149.2	13.0%
Civil	74.1	63.0	11.1	17.6%
Management Services	44.2	34.6	9.6	27.7%
Total	\$ 1,412.6	\$ 1,242.7	\$ 169.9	13.7%

Overall revenues increased by \$169.9 million (or 13.7%), from \$1,242.7 million in 2007 to \$1,412.6 million in 2008. This increase was due primarily to an increase in building construction revenues of \$149.2 million (or 13%), from \$1,145.1 million in 2007 to \$1,294.3 million in 2008, primarily as a result of the conversion of our substantial building segment backlog into revenues as expected, led by an increased volume of work in the hospitality and gaming market in Las Vegas. Civil construction revenues increased by \$11.1 million (or 17.6%), from \$63.0 million in 2007 to \$74.1 million in 2008. Management services revenues increased by \$9.6 million (or 27.7%), from \$34.6 million in 2007 to \$44.2 million in 2008, due primarily to the addition of Tutor-Saliba's work in Guam.

	Income (Loss) from Construction Operations for the Three Months Ended Sept. 30,		Increase (Decrease) in Income	% Change
	2008	2007		
	(In millions)			
Building	\$ 35.2	\$ 33.3	\$ 1.9	5.7%
Civil	10.0	(6.8)	16.8	
Management Services	12.1	12.8	(0.7)	(5.5)%
Subtotal	\$ 57.3	\$ 39.3	\$ 18.0	45.8%
Less Corporate	(5.0)	(5.8)	0.8	13.8%
Total	\$ 52.3	\$ 33.5	\$ 18.8	56.1%

Income from construction operations (excluding corporate) increased by \$18.0 million (or 45.8%), from \$39.3 million in 2007 to \$57.3 million in 2008. Building construction income from operations increased by \$1.9 million (or 5.7%), from \$33.3 million in 2007 to \$35.2 million in 2008, due primarily to an increase in revenues discussed above, which was partly offset by a \$3.2 million increase in building construction-related general and administrative expenses, due primarily to a \$3.0 million increase resulting from the addition of Tutor-Saliba, and a \$0.6 million increase due to marketing and preconstruction efforts relating to potential projects in Dubai. Civil construction income from operations improved by \$16.8 million, from a loss of \$6.8 million in 2007 to a profit of \$10.0 million in 2008. The addition of Tutor-Saliba made a positive impact on the 2008 civil construction income from operations along with improved operating performances from both our New York Civil and Cherry Hill operations. The loss in 2007 was due primarily to recording a charge with respect to the matter discussed in Note 6(c) of Notes to Consolidated Condensed Financial Statements. This matter has not been settled. As a result, the potential for a further charge (or credit) exists, however, management believes that the amount of such further charge or credit, if any, will not be material to the financial results of the Company or of the civil segment. Management services income from operations decreased by \$0.7 million (or 5.5%), from \$12.8 million in 2007 to \$12.1 million in 2008, primarily reflecting the extraordinary operating results recorded in 2007 due to favorable performance on work in Iraq. Overall income from construction operations was favorably impacted by a \$0.8 million decrease in corporate general and administrative expenses, from \$5.8 million in 2007 to \$5.0 million in 2008, due primarily to a \$1.2 million decrease in the provision for corporate incentive compensation and in corporate stock-based compensation expense resulting from certain restricted stock units granted in 2006 and 2007, net of a \$0.4 million increase in legal fees related to the matters discussed in Note 6(h) of Notes to Consolidated Condensed Financial Statements.

Other income decreased by \$1.8 million, from \$4.4 million in 2007 to \$2.6 million in 2008, due primarily to a \$1.3 million gain on sale of parcels of developed land held for sale recorded in 2007, and a \$0.6 million decrease in interest income earned from our cash investments.

Interest expense increased by \$0.6 million, from \$0.4 million in 2007 to \$1.0 million in 2008, due primarily to the debt assumed in conjunction with the acquisition of Tutor-Saliba.

The provision for income taxes increased by \$6.3 million, from \$13.5 million in 2007 to \$19.8 million in 2008, due primarily to the increase in pretax income in 2008. The effective tax rate for the third quarter of 2008 was 36.7%, as compared to 36.0% for the third quarter of 2007.

Comparison of the Nine Months Ended September 30, 2008 with the Nine Months Ended September 30, 2007

Revenues increased by \$675.8 million to \$4,057.4 million, gross profit increased by \$36.4 million, income from construction operations increased by \$26.8 million, and net income increased by \$13.6 million (or 18.2%) to \$87.8 million in 2008. While a part of the increases reflect the inclusion of Tutor-Saliba's

operating results for one month in 2008, our strong performance in 2008 was led by our building and management services segments. The increase in revenues and profit primarily reflects the conversion of our substantial building segment backlog into revenues and profit as expected. In addition, our management services segment also made a significant contribution to our 2008 operating results and our civil segment made an improved contribution to our 2008 operating results. Basic earnings per common share were \$3.01 for the first nine months of 2008, compared to \$2.77 for the first nine months of 2007. Diluted earnings per common share were \$2.96 for the first nine months of 2008, compared to \$2.71 for the first nine months of 2007.

	Revenues for the Nine Months Ended Sept. 30,		Increase (Decrease)	% Change
	2008	2007		
	(In millions)			
Building	\$ 3,757.0	\$ 3,084.7	\$ 672.3	21.8 %
Civil	192.8	183.2	9.6	5.2 %
Management Services	107.6	113.7	(6.1)	(5.4)%
Total	\$ 4,057.4	\$ 3,381.6	\$ 675.8	20.0 %

Overall revenues increased by \$675.8 million (or 20%), from \$3,381.6 million in 2007 to \$4,057.4 million in 2008. This increase was due primarily to an increase in building construction revenues of \$672.3 million (or 21.8%), from \$3,084.7 million in 2007 to \$3,757.0 million in 2008, primarily as a result of the conversion of our substantial building segment backlog into revenues as expected, led by an increased volume of work in the hospitality and gaming, healthcare and office building markets in Las Vegas and California. The addition of Tutor-Saliba resulted in a \$107.5 million (or 3.5%) increase in building revenues in 2008. Civil construction revenues increased by \$9.6 million (or 5.2%), from \$183.2 million in 2007 to \$192.8 million in 2008, due primarily to the addition of Tutor-Saliba. Management services revenues decreased by \$6.1 million (or 5.4%), from \$113.7 million in 2007 to \$107.6 million in 2008, due primarily to a decreased volume of work in Iraq partly offset by the addition of Tutor-Saliba's operation in Guam.

	Income (Loss) from Construction Operations for the Nine Months Ended Sept. 30,		Increase (Decrease) In Income	% Change
	2008	2007		
	(In millions)			
Building	\$ 112.1	\$ 92.8	\$ 19.3	20.8 %
Civil	13.6	(8.0)	21.6	
Management Services	23.7	38.5	(14.8)	(38.4)%
Subtotal	\$ 149.4	\$ 123.3	\$ 26.1	21.2 %
Less: Corporate	(15.6)	(16.3)	0.7	4.3 %
Total	\$ 133.8	\$ 107.0	\$ 26.8	25.0 %

Income from construction operations (excluding corporate) increased by \$26.1 million (or 21.2%), from \$123.3 million in 2007 to \$149.4 million in 2008. Building construction income from operations increased by \$19.3 million (or 20.8%), from \$92.8 million in 2007 to \$112.1 million in 2008, due primarily to the significant increase in revenues discussed above, including the addition of Tutor-Saliba. Building construction income from operations was reduced by an \$8.0 million increase in building construction-related general and administrative expenses, due primarily to increases driven by changes in revenue volume, a \$3.0 million increase resulting from the addition of Tutor-Saliba, and a \$0.6 million increase due to marketing and preconstruction efforts relating to potential projects in Dubai. Civil construction income from operations increased by \$21.6 million, from a loss of \$8.0 million in 2007 to a profit of \$13.6 million in

2008 The addition of Tutor-Saliba made a positive impact on the 2008 civil construction income from operations along with improved operating performances from both our New York Civil and Cherry Hill operations. The loss in 2007 was due primarily to recording a charge with respect to the matter discussed in Note 6(c) of Notes to Consolidated Condensed Financial Statements. Excluding this charge, the civil construction segment would have been at or near breakeven in 2007, due primarily to (i) downward profit adjustments recorded on two projects in the metropolitan New York area, and (ii) higher civil construction-related general and administrative expenses, due primarily to a decrease in the number of active projects, as well as an increase in legal fees relating to open legal matters. The matter discussed in Note 6(c) of Notes to Consolidated Condensed Financial Statements has not been settled. As a result, the potential for a further charge (or credit) exists, however, management believes that the amount of such further charge or credit, if any, will not be material to the financial results of the Company or of the civil segment. Management services income from operations decreased by \$14.8 million (or 38.4%), from \$38.5 million in 2007 to \$23.7 million in 2008, primarily reflecting the extraordinary operating results recorded in 2007 due to favorable performance on work in Iraq. Also, management services income from operations decreased in part due to the decrease in revenues discussed above. Overall income from operations was favorably impacted by a \$0.7 million decrease in corporate general and administrative expenses, from \$16.3 million in 2007 to \$15.6 million in 2008, due primarily to a decrease in corporate stock-based compensation expense resulting from certain restricted stock units granted in 2006 and 2007, partly offset by a \$1.3 million increase in outside professional fees related to the audit of our financial statements and an increase in legal fees related to the matters discussed in Note 6(h) of Notes to Consolidated Condensed Financial Statements.

Other income decreased by \$2.9 million, from \$9.6 million in 2007 to \$6.7 million in 2008, as a \$1.2 million increase in interest income as a result of the positive cash flow we generated from operating activities in 2007 and in the first nine months of 2008 was more than offset by recognition of a \$2.7 million loss due to the adjustment of certain of our investments in auction rate securities to fair value in 2008, and a \$1.3 million gain in 2007 on the sale of parcels of developed land held for sale recorded in 2007. For further discussion regarding auction rate securities, see Item 3 captioned "Quantitative and Qualitative Disclosures About Market Risk."

Interest expense increased by \$0.3 million, from \$1.5 million in 2007 to \$1.8 million in 2008. A reduction in interest expense due to the February 2007 repayment of our term loan in full in conjunction with the closing of a new credit agreement was more than offset by increases in interest expense due to more extensive equipment financing in 2008 and to the debt assumed in conjunction with the acquisition of Tutor-Saliba.

The provision for income taxes increased by \$10.1 million, from \$40.8 million in 2007 to \$50.9 million in 2008, due primarily to the increase in pretax income in 2008. The effective tax rate for the first nine months of 2008 was 36.7%, as compared to 35.4% for the first nine months of 2007. The change in the effective tax rate reflects the changes of certain tax contingencies in both years.

Potential Impact of Current Economic Conditions

Current economic and financial market conditions in the United States and overseas, including severe disruptions in the credit markets, could adversely affect our results of operations in future periods, particularly if there is a prolonged economic recession or depression or if government efforts to stabilize and revitalize credit markets and financial institutions are not effective. The current instability in the financial markets has made it difficult for certain of our customers, including state and local governments, to access the credit markets to obtain financing or refinancing, as the case may be, to fund new construction projects on satisfactory terms or at all. State and local governments also are facing potentially significant budget shortfalls as a result of declining tax and other revenues, which may cause them to defer or cancel planned infrastructure projects. While our backlog has increased in the current period, we may encounter increased levels of deferrals and delays related to new construction projects in the future. Difficulty in obtaining adequate financing due to the unprecedented disruption in the credit markets may significantly increase the rate at which our customers defer, delay or cancel proposed new

construction projects. Such deferrals, delays or cancellations could have an adverse impact on our future operating results.

Liquidity and Capital Resources

Cash and Working Capital

Effective September 8, 2008, we entered into a Third Amended and Restated Credit Agreement (the "Amended Agreement") with Bank of America, as Agent. The Amended Agreement amends and replaces in its entirety an existing credit agreement dated May 7, 2008 which provided for a \$125 million revolving credit facility and an additional \$117.3 million under a supplementary facility. The Amended Agreement allows us to borrow up to \$155 million on a revolving credit basis (the "Revolving Facility"), with a \$50 million sublimit for letters of credit, and an additional \$111.7 million under a supplementary facility (the "Supplementary Facility") to the extent that the \$155 million base facility has been fully drawn. The total amount available to borrow under the Supplementary Facility reduces upon the sale of all or any portion of the \$111.7 million of auction rate securities held in our investment portfolio as of September 8, 2008. This Supplementary Facility provides us with access to a source of liquidity through May 6, 2009, should the need arise, as we await opportunities to liquidate our investments in auction rate securities. The termination date of the Revolving Facility is February 22, 2012. We have not borrowed under the Revolving Facility during 2007 or 2008. Due to letters of credit outstanding, we had \$137 million available to borrow under the Revolving Facility at September 30, 2008. For a description of additional material terms of the Amended Agreement, see Note 8 of Notes to Consolidated Condensed Financial Statements.

Cash and cash equivalents as reported in the accompanying Consolidated Condensed Financial Statements consist of amounts held by us as well as our proportionate share of amounts held by construction joint ventures. Cash held by us is available for general corporate purposes while cash held by construction joint ventures is available only for joint venture-related uses. Joint venture cash and cash equivalents are not restricted to specific uses within those entities, however, the terms of the joint venture agreements limit our ability to distribute those funds and use them for corporate purposes. Cash held by construction joint ventures is distributed from time to time to us and to the other joint venture participants in accordance with our respective percentage interest after the joint venture partners determine that a cash distribution is prudent. Cash distributions received by us from our construction joint ventures are then available for general corporate purposes. At September 30, 2008 and December 31, 2007, cash held by us and available for general corporate purposes was \$370.4 million and \$426.8 million, respectively, and our proportionate share of cash held by joint ventures and available only for joint venture-related uses was \$30.3 million and \$32.4 million, respectively. At September 30, 2008 and December 31, 2007, our cash balance included \$4.4 million and \$25.0 million, respectively, which represents an advance received from a project owner to be used to fund subcontract work on a specific project under certain circumstances. We have included these amounts in our contract billings and they are included as a component of "billings in excess of costs and estimated earnings" in the Consolidated Condensed Balance Sheets at September 30, 2008 and December 31, 2007.

We hold a variety of highly rated (AAA or AA) interest bearing auction rate securities that generally represent interests in pools of either interest bearing student loans or municipal bond issues. These auction rate securities provide liquidity via an auction process that resets the applicable interest rate at predetermined intervals, typically every 7 or 28 days. In the event that such auctions are unsuccessful, the holder of the securities is not able to access these funds until a future auction of these investments is successful. An unsuccessful auction results in a lack of liquidity in the securities but does not signify a default by the issuer. Upon an unsuccessful auction, the interest rates do not reset at a market rate but instead reset based upon a formula contained in the security, which rate is generally higher than the current market rate. At December 31, 2007, we had \$8.0 million invested in auction rate securities. During the first quarter of 2008, we made substantial additional investments in auction rate securities. Since mid-February 2008, regularly scheduled auctions for these securities started to fail throughout the market at a significant rate. At that time, we had \$181.9 million invested in auction rate securities. Since then, we have been successful in liquidating at par value a significant portion of our investment in auction

rate securities. At September 30, 2008, we had investments in auction rate securities of \$108.6 million which are reflected at fair value after recognition of a \$2.7 million pretax impairment charge in the first quarter of 2008 which was deemed to be other-than-temporary, thereby resulting in a charge to the Consolidated Condensed Statement of Income. These investments are classified as "available-for-sale," with \$8.3 million classified as short-term investments and \$100.3 million classified as long-term investments. Our investment policy is to manage our assets to achieve our goals of preserving principal, maintaining adequate liquidity at all times, and maximizing returns subject to our investment guidelines. The current overall liquidity concerns in capital markets have affected our ability to liquidate many of our investments in auction rate securities. Based on our ability to access our cash equivalent investments, our anticipated operating cash flows, and our available Revolving Facility and our Supplemental Facility discussed above, we do not expect that the short-term lack of liquidity of our auction rate security investments will materially affect our overall liquidity position or our ability to execute our current business plan.

A summary of cash flows for each of the nine month periods ended September 30, 2008 and 2007 is set forth below.

	Nine Months	
	Ended Sept. 30,	
	2008	2007
	(In millions)	
Cash flows from		
Operating activities	\$ 31.2	\$ 182.1
Investing activities	(60.0)	(24.8)
Financing activities	(29.7)	(21.0)
Net (decrease) increase in cash	\$ (58.5)	\$ 136.3
Cash at beginning of year	459.2	225.5
Cash at end of period	<u>\$ 400.7</u>	<u>\$ 361.8</u>

During 2008, we generated \$31.2 million in cash flow from operating activities. The positive cash flow from operating activities is primarily due to the substantial increase in our building segment revenues as well as favorable operating results in our management services segment. We used \$60.0 million in cash to fund investing activities, principally for the net purchase of auction rate securities, to purchase construction equipment to be used primarily in our civil construction operations and to buy-out the lease on a corporate aircraft previously leased by Tutor-Saliba. These investing cash outflows were partly offset by a net cash balance of \$92.5 million recorded in connection with the acquisition of Tutor-Saliba, since the merger transaction consideration was equity and not cash. We also used \$29.7 million in cash from financing activities, primarily to repay a portion of the debt assumed in the merger with Tutor-Saliba. As a result, our cash balance decreased by \$58.5 million during the first nine months of 2008. However, subsequent to the end of the third quarter, we recovered a substantial amount of cash that was used to fund the start-up of the \$1.2 billion contract to build the new Terminal 3 at McCarran International Airport in Las Vegas. In addition, we are in the process of obtaining financing to replenish the cash used for the buy-out of the lease on the corporate aircraft previously leased by Tutor-Saliba.

Working capital decreased from \$293.5 million at the end of 2007 to \$254.9 million at September 30, 2008 due primarily to the net purchase of investments in auction rate securities in 2008. Due to the current overall liquidity concerns in capital markets and our likely inability to liquidate these investments in the near term, we classified \$100.3 million of these investments as long-term at September 30, 2008. For a description of our reclassification of auction rate securities, see Note 5 of Notes to Consolidated Condensed Financial Statements. Accordingly, the current ratio decreased from 1.24x at December 31, 2007 to 1.15x at September 30, 2008.

Debt

Total debt, including current maturities, at September 30, 2008 was \$70.4 million, an increase of \$49.7 million from December 31, 2007, due primarily to the debt assumed in conjunction with the acquisition of Tutor-Saliba primarily relating to equipment financing. Accordingly, long-term debt, net of current maturities, increased from \$13.4 million at December 31, 2007 to \$49.0 million at September 30, 2008. Due to an increase in stockholders' equity as a result of the merger with Tutor-Saliba, the long-term debt to equity ratio remained at 0.4x at September 30, 2008 compared to December 31, 2007.

Dividends

There were no cash dividends declared or paid on our outstanding common stock during the periods presented herein.

Forward-looking Statements

The statements contained in this Management's Discussion and Analysis of the Consolidated Condensed Financial Statements and other sections of this Form 10-Q that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including without limitation, statements regarding our expectations, hopes, beliefs, intentions or strategies regarding the future. These forward-looking statements are based on our current expectations and beliefs concerning future developments and their potential effects on us. There can be no assurance that future developments affecting us will be those that we have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond our control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to:

- our ability to convert backlog into revenue;
- our ability to successfully and timely complete construction projects,
- the potential delay, suspension, termination or reduction in scope of a construction project,
- the continuing validity of the underlying assumptions and estimates of total forecasted project revenues, costs and profits and project schedules,
- the outcomes of pending or future litigation, arbitration or other dispute resolution proceedings;
- the availability of borrowed funds on terms acceptable to us,
- the ability to retain certain members of management,
- the ability to obtain surety bonds to secure our performance under certain construction contracts,
- possible labor disputes or work stoppages within the construction industry,
- changes in federal and state appropriations for infrastructure projects,
- possible changes or developments in worldwide or domestic political, social, economic, business, industry, market and regulatory conditions or circumstances,
- actions taken or not taken by third parties including our customers, suppliers, business partners, and competitors and legislative, regulatory, judicial and other governmental authorities and officials,
- the effects of disruption from the transaction with Tutor-Saliba making it more difficult to maintain relationships with employees, customers, other business partners or government entities;
- the ability to realize the expected synergies resulting from the transaction with Tutor-Saliba in the amounts or in the timeframe anticipated and the ability to integrate Tutor-Saliba's businesses into those of Perini in a timely and cost-efficient manner,
- an unsolicited offer by another company to acquire the assets or capital stock of Perini,
- the impact on the trading price of Perini common stock of resales in the public markets of shares of Perini common stock received by Tutor-Saliba shareholders in the merger;
- the ability of Mr. Tutor to exert significant influence over corporate decisions as a result of his ownership of Perini common stock following the merger, his position as chairman and chief executive officer of the combined company and his right to designate up to two nominees for

- election as director of Perini, and
- other risks and uncertainties discussed under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2007 filed with the Securities and Exchange Commission on February 28, 2008, as amended, and our Form 10-Qs for the quarters ended March 31, 2008, June 30, 2008, and September 30, 2008

We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There has been no material change in our exposure to market risk from that described in our Annual Report on Form 10-K for the year ended December 31, 2007, Item 7A, since December 31, 2007, except as discussed below

We hold a variety of highly rated (AAA or AA) interest bearing auction rate securities that generally represent interests in pools of either interest bearing student loans or municipal bond issues. These auction rate securities provide liquidity via an auction process that resets the applicable interest rate at predetermined intervals, typically every 7 or 28 days. In the event that such auctions are unsuccessful, the holder of the securities is not able to access these funds until a future auction of these investments is successful. An unsuccessful auction results in a lack of liquidity in the securities but does not signify a default by the issuer. Upon an unsuccessful auction, the interest rates do not reset at a market rate but instead reset based upon a formula contained in the security, which rate is generally higher than the current market rate. At December 31, 2007, we had \$8.0 million invested in auction rate securities. During the first quarter of 2008, we made substantial additional investments in auction rate securities. Since mid-February 2008, regularly scheduled auctions for these securities started to fail throughout the market at a significant rate. At that time, we had \$181.9 million invested in auction rate securities. Since then, we have been successful in liquidating at par value a significant portion of our investment in auction rate securities. At September 30, 2008, we had investments in auction rate securities of \$108.6 million which are reflected at fair value after recognition of a \$2.7 million pretax impairment charge in the first quarter of 2008 which was deemed to be other-than-temporary, thereby resulting in a charge to the Consolidated Condensed Statement of Income. These investments are classified as "available-for-sale," with \$8.3 million classified as short-term investments and \$100.3 million classified as long-term investments. Our investment policy is to manage our assets to achieve our goals of preserving principal, maintaining adequate liquidity at all times, and maximizing returns subject to our investment guidelines. The current overall liquidity concerns in capital markets have affected our ability to liquidate many of our investments in auction rate securities. Based on our ability to access our cash equivalent investments, our anticipated operating cash flows, and our available Revolving Facility and our Supplemental Facility discussed above, we do not expect that the short-term lack of liquidity of our auction rate security investments will materially affect our overall liquidity position or our ability to execute our current business plan.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

As required by Rule 13a-15(b) under the Securities Exchange Act of 1934 ("Exchange Act"), as of the end of the period covered by this report, we carried out an evaluation under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). In designing and evaluating our disclosure controls and procedures, we recognize that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management necessarily was required to apply its judgment in evaluating and

implementing possible controls and procedures. The effectiveness of our disclosure controls and procedures is necessarily limited by the staff and other resources available to us and, although we have designed our disclosure controls and procedures to address the geographic diversity of our operations, this diversity inherently may limit the effectiveness of those controls and procedures. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective.

Changes in Internal Controls Over Financial Reporting

Except as it relates to the merger with Tutor-Saliba on September 8, 2008, there was no change in our internal control over financial reporting that occurred during the period covered by this report that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. In making our assessment of changes in internal control over financial reporting as of September 30, 2008, we have excluded the impact of the merger with Tutor-Saliba because this company was acquired in a merger on September 8, 2008. The assets and revenues of Tutor-Saliba included in our financial statements as of and for the one month ended September 30, 2008 represent approximately 18% and 3%, respectively, of our consolidated assets and revenues as of and for the nine months ended September 30, 2008. As part of our integration of Tutor-Saliba, we are in the process of incorporating our controls and procedures into the operations of Tutor-Saliba.

In connection with Rule 13a-15(b) under the Securities Exchange Act of 1934, we will continue to review and assess the adequacy of our disclosure controls and procedures, including our internal control over financial reporting, and may from time to time make changes aimed at enhancing their effectiveness and to ensure that our systems evolve with our business.

Part II. - Other Information

Item 1 Legal Proceedings

Gaylord Hotel and Convention Center

In 2005, Gaylord National, LLC ("Gaylord"), as Owner, and Perini Building Company, Inc ("PBC") /Tompkins Builders, Joint Venture ("PTJV"), as Construction Manager, entered into a contract ("Contract") to construct the Gaylord National Resort and Convention Center ("Project") in Maryland. PBC is the managing partner of the joint venture. The Project included 2000 hotel rooms, a spa, swimming pool, restaurants, a convention center and other meeting space, surface and structural parking, site work, a central utility plant and various other elements.

PTJV has requested that Gaylord pay the amounts that PTJV asserts are due pursuant to the Project Contract. On September 10, 2008, the Owner informed PTJV, inter alia, that it disputes payment of such amounts and set forth certain claims against PTJV.

On September 18, 2008, PTJV filed suit for \$80 million against Gaylord and a petition for a lien in the Circuit Court for Prince George's County Maryland. PTJV will vigorously prosecute this action to obtain all of the compensation to which it is entitled. On October 10, 2008, Gaylord filed a separate suit in the same court against PTJV seeking approximately \$65 million in damages. PTJV denies liability to Gaylord and will vigorously defend itself against Gaylord's action.

The Project currently is in a close out process with subcontractors. Some subcontractors have filed suits and lien petitions or have given notice of intent to claim a lien. PTJV is currently a party to several of those suits. Generally, the subcontractors seek payment from PTJV and Gaylord for sums which Gaylord has failed to pay PTJV. In addition, in the case of *Banker Steel v. Gaylord LLC, & Perini/Tompkins, JV*, which was also filed in the Circuit Court for Prince George's County, Maryland, PTJV alleges that Banker Steel owes PTJV approximately \$3.8 million.

PTJV and Gaylord met for settlement discussions on September 19, 2008 and October 22, 2008 and active settlement discussions are ongoing. Management has made an estimate of the total anticipated recovery on this project and it is included in revenues recorded to date. To the extent new facts become known or the final recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

Isham and Rollman Securities Litigation Matters

Two putative class actions have been filed in the U.S. District Court for the District of Massachusetts on behalf of individuals who purchased Penni stock between November 2, 2006 and January 17, 2008, alleging securities fraud violations against Perini and company executives Ronald N. Tutor, Robert Band, Michael E. Ciskey and Kenneth R. Burk (collectively, the "Isham/Rollman Individual Defendants"). The first lawsuit was filed on August 18, 2008, by an individual named William B. Isham. On September 11, 2008, an individual named Marion Rollman filed the second lawsuit.

In both cases, the plaintiffs claim that Perini and the Isham/Rollman Individual Defendants violated sections 10(b) and 20(a) of the 1934 Exchange Act, as well as the SEC's Rule 10b-5. The complaints allege generally that the defendants purportedly made material misrepresentations or omissions in press releases and SEC filings regarding the future prospects for Las Vegas construction projects. The plaintiffs claim that the alleged misrepresentations or omissions had the effect of artificially inflating the value of Perini's stock. Plaintiffs further allege that stock sales by the Isham/Rollman Individual Defendants prior to disclosures related to the developer of one of the Las Vegas projects support the claims that the defendants misrepresented or omitted material facts regarding the future prospects of these projects. Plaintiffs seek certification of the matter as a class action, and damages allegedly incurred by Perini shareholders who had purchased stock during the putative class period. Scheduling orders have not yet been entered in these cases.

Part II. - Other Information (continued)

Adams Derivative Lawsuit

On October 7, 2008, an individual named Kathy Adams, allegedly derivatively on behalf of Perini Corporation, filed a suit in Middlesex County, Massachusetts, Superior Court (*Adams v. Tutor, et al.*, (Massachusetts Superior Court, Middlesex County, No 08-3740)), against defendants Ronald N Tutor, Willard W Brittain, Jr, Michael Klein, Robert A Kennedy, Raymond R Oneglia, Robert L Miller, Peter Arkley, Robert Band and C.L. Max Nikias, (collectively, the "Adams Individual Defendants") as well as Perini itself as a nominal defendant. Adams did not make a demand on the Board of Directors before filing this derivative lawsuit

The Complaint alleges that the Adams Individual Defendants concealed the business prospects of certain of Perini's Las Vegas construction contracts, and that their sales of Penni stock in advance of the alleged corrective disclosure amounted to insider trading. Plaintiff alleges that the Adams Individual Defendants breached their fiduciary obligations, and that Perini has been damaged as a result. In addition to these allegations, the Complaint also alleges that the members of the Board of Directors are conflicted due to their alleged substantial likelihood of liability for the derivative claims, and that they lack sufficient independence with which to render a decision as to whether the Company should pursue the derivative claims, such that demand would have been a futile act.

The Complaint alleges six counts against the Adams Individual Defendants: (i) breach of fiduciary duty for failing to disclose the true business prospects of the Las Vegas construction contracts; (ii) abuse of control, (iii) gross mismanagement, (iv) waste of corporate assets, (v) unjust enrichment, and (vi) insider selling. On behalf of the Company, the plaintiff seeks money damages, injunctive relief, restitution and disgorgement of profits. The plaintiff also seeks attorneys fees, costs and expenses. To date, there has been no activity in this case subsequent to the filing of the Complaint.

The Company believes that it has meritorious defenses to each of the two shareholder litigation matters described immediately above and intends to defend against them vigorously. However, the Company cannot predict the timing or outcome of these cases, or the possible effect on the Company's financial results.

Item 1A. Risk Factors

Information regarding risk factors affecting our business is discussed in our Annual Report on Form 10-K for the year ended December 31, 2007, and our Form 10-Q for the quarters ended March 31, 2008 and June 30, 2008. Based on the completion of the merger with Tutor-Saliba, we have included the following additional risk factors:

In connection with the merger, we have recorded goodwill that could become impaired and adversely affect our operating results.

Under accounting principles generally accepted in the United States, the Company's merger with Tutor-Saliba has been accounted for under the purchase method of accounting as a purchase by Perini of Tutor-Saliba. Under the purchase method of accounting, the total implied purchase price paid by Perini in the merger has been allocated to Tutor-Saliba's tangible assets and liabilities and identifiable intangible assets based on their estimated fair values as of the date of completion of the merger. The excess of the purchase price over those estimated fair values has been recorded as goodwill. The unaudited Consolidated Condensed Financial Statements contained in this Form 10-Q reflect an estimate of goodwill resulting from the merger of \$711.9 million. As a result of the merger, total goodwill of \$739.2 million represents 22% of the total assets of \$3.4 billion. See Note 3, "Merger with Tutor Saliba" of Notes to Consolidated Condensed Financial Statements for a discussion of our current estimated fair value of the assets acquired and the liabilities assumed as of the date of completion of the merger, including goodwill. To the extent the value of goodwill or intangibles becomes impaired, the Company will be required to incur a non-cash charge to the Statement of Income relating to such impairment.

Part II. - Other Information (continued)

We assumed all of the risks associated with businesses that were previously structured as joint ventures between Perini and Tutor-Saliba, including risks related to pending material litigation.

As of September 30, 2008, Tutor-Saliba was our partner in a total of 5 joint ventures for projects with a backlog of \$48.1 million. As a result of the merger, we own 100% of these projects. The result is that we have a greater share of both the potential benefits and the potential risks of such projects and no longer enjoy the benefit of reduced financial and operational risks that accompany joint ventures with third parties. One of the joint ventures we assumed is involved in litigation with the Los Angeles County Metropolitan Transportation Authority, or LAMTA, regarding work done on various tunnel and station projects in the 1990s, as discussed in Note 6(a) of Notes to Consolidated Condensed Financial Statements.

Our growth prospects and future earnings may be adversely affected, and the anticipated benefits of the merger may not be fully realized, if we are unable to retain the services of Mr. Tutor.

A substantial benefit of the merger is the continued service of Mr. Tutor as the full-time chairman and chief executive officer of the combined company. Losing Mr. Tutor's services could adversely affect our business until a suitable replacement could be found. In addition, a loss of Mr. Tutor's services in the near term is likely to have a negative impact on our ability to fully realize the anticipated benefits of the merger. Replacing Mr. Tutor quickly with an executive of equal experience and capabilities would likely be difficult. Although Mr. Tutor is bound by an employment agreement, and his significant ownership interest in our Company is likely to provide him with a substantial economic incentive to remain employed, Mr. Tutor does have a contractual right to resign. In addition, we could lose the services of Mr. Tutor if he were to become disabled or otherwise physically unable to continue to work. Thus, despite the employment agreement, Mr. Tutor's continued employment with Perini cannot be assured.

Any reduction in financing for, or changes in regulation of, the hospitality and gaming industry, particularly in Las Vegas, Nevada, that reduces the number of large construction projects available to us could adversely affect our future financial results and growth prospects.

A significant portion of both Perini's and Tutor-Saliba's revenues for the nine months ended September 30, 2008 was derived from construction projects in the hospitality and gaming industry in Las Vegas, Nevada. Any decline in this market or in the growth of this industry could materially and adversely affect our future financial results and growth prospects.

A significant portion of our operations are concentrated in California and Nevada, and any adverse change to the economy or business environment in California or Nevada could adversely affect our future earnings and growth prospects.

As a result of the merger, a significant portion of our operations are concentrated in California and Nevada. As a result, we are susceptible to fluctuations caused by adverse economic or other conditions in this region, including as a result of natural or other disasters. If either of these states were to experience an economic slowdown or recession, private developers might curtail building construction activities as vacancies increase and state and local governments might reduce spending on building and civil projects due to revenue shortfalls. Thus, a stagnant or depressed economy in California or Nevada could adversely affect our business, results of operations and financial condition both immediately and over a number of years after any recovery in those markets.

Part II. - Other Information (continued)

An economic slowdown or an uncertain economic outlook may have a particularly adverse affect on consumer spending in the hospitality and gaming industry, as that spending is discretionary and may decline during or in anticipation of economic downturns, when consumers have or expect to have less disposable income. We expect to derive a significant portion of our revenues from the construction, expansion and renovation of hospitality and gaming facilities in Las Vegas, Nevada, so that any actual or anticipated economic slowdown that result in the cancellation or delay of projects in Las Vegas, Nevada could adversely affect our business, results of operations and financial condition.

If Black Construction's opportunity to win significant business from the expansion of the United States military's operations on the island of Guam does not develop as anticipated, the growth prospects, revenues and earnings of the combined company could be adversely affected.

A significant portion of the future revenues and growth prospects of Black Construction, a subsidiary of Tutor-Saliba, over the next several years is expected to involve the construction of facilities for the expansion of the United States military's base on the island of Guam. This construction is dependent upon the continued implementation of the United States military's announced plan to relocate 8,000 Marines and other military personnel from Okinawa, Japan to the island of Guam by 2014. The continued implementation of the United States military's plan, and the amount of work that Black Construction wins and performs in connection with the expansion of the United States military's base on the island of Guam, depends upon a number of factors, including

- competition from other construction companies operating on the island of Guam,
- the political environment in the United States and Japan,
- the financial and other terms agreed upon between the United States and Japan with respect to the relocation,
- the United States military's and the Japanese government's availability of funds for the continued funding of the expansion and relocation in light of funding demands for other national priorities and commitments,
- political, military and terrorist activities that affect the United States foreign policy,
- the ability of the combined company to invest sufficiently, and on favorable terms, in expanding Black Construction's capabilities on the island of Guam, including hiring and relocating necessary personnel, acquiring land (including for warehousing and barracks) and acquiring and relocating equipment, and
- economic, political and other risks relating to business outside of the United States (despite the fact that the island of Guam is a United States territory)

Any of these factors could result in a delay or cancellation of some or all of the anticipated work on the island of Guam, which would have an adverse effect on our growth prospects, future revenues and future earnings of the combined company.

A decrease in government funding of infrastructure and other public projects could reduce the revenues of the combined company.

Approximately 7% (or \$617.6 million) of our backlog as of September 30, 2008, is derived from construction projects involving civil construction contracts. Civil construction markets are dependent on the amount of infrastructure work funded by various governmental agencies which, in turn, depends on the condition of the existing infrastructure, the need for new or expanded infrastructure and federal, state or local government spending levels. A slowdown in economic activity in any of the markets that the

Part II. - Other Information (continued)

combined company will serve may result in less spending on public works projects. In addition, a decrease or delay in government funding of infrastructure projects or delays in the implementation of voter-approved bond measures could decrease the number of civil construction projects available and limit our ability to obtain new contracts, which could reduce revenues within the civil construction segment of the combined company. In addition, budget shortfalls in California and other states in which Perini and Tutor-Saliba are involved in significant infrastructure projects and any long-term impairment in the ability of state and local governments to finance construction projects by raising capital in the municipal bond market could curtail or delay the funding of future projects.

Perini's building construction segment also is involved in significant construction projects for public healthcare facilities, primarily in California, and public education facilities, primarily in Florida and California. These projects also are dependent upon funding by various federal, state and local governmental agencies. A decrease in government funding of public healthcare and education facilities, particularly in California and Florida, could decrease the number and/or size of construction projects available and limit our ability to obtain new contracts in these markets, which could further reduce the revenues and earnings of the combined company.

As a result of the merger, we have added several new lines of businesses recently acquired by Tutor-Saliba. These acquisitions expose us to additional risks that, if realized, could adversely affect our future financial performance and operations.

In 2007 and 2008, Tutor-Saliba acquired two businesses—Powerco Electric Corp., an electrical construction subcontractor, and Desert Plumbing & Heating Co., Inc., a plumbing and mechanical (including HVAC) subcontractor—and certain material mining contracts and material stockpiles in Nevada (which are referred to as the aggregates business). Although Tutor-Saliba has some experience managing and operating these types of businesses, we do not have any experience in these lines of business. Such new lines of business involve additional risks, such as those associated with entry into new markets, new operating activities, risks associated with integrating the operations of the acquired business into existing operations, managerial challenges and risks associated with marketing and delivering the goods and services provided by these new businesses.

There is no assurance that these new businesses will be operated successfully, will be integrated into our operations or will produce the financial and operating benefits that Tutor-Saliba expected, in making these acquisitions, or that we anticipated in negotiating the terms of the merger and valuing Tutor-Saliba. If the acquired businesses do not perform as expected, or if they are not successfully integrated and managed, the financial performance of our business may be adversely affected.

We intend to continue to pursue acquisition opportunities, which may be difficult to integrate into our business.

We intend to continue to pursue acquisitions as part of our growth strategy. The process of managing and integrating new acquisitions into our Company may result in unforeseen operating difficulties and may require significant financial, operational and managerial resources that would otherwise be available for the operation, development and expansion of our existing business. To the extent that we misjudge our ability to integrate and properly manage acquisitions, we may have difficulty achieving our operating, strategic and financial objectives.

Acquisitions also may involve a number of special financial, business and operational risks, such as

- difficulties in integrating diverse corporate cultures and management styles,
- additional or conflicting government regulation,
- disparate company policies and practices,
- client relationship issues,

Part II. - Other Information (continued)

- diversion of our management's time, attention and resources,
- decreased utilization during the integration process,
- loss of key existing or acquired personnel,
- increased costs to improve or coordinate managerial, operational, financial and administrative systems,
- dilutive issuances of equity securities, including convertible debt securities to finance acquisitions,
- the assumption of legal liabilities,
- amortization of acquired intangible assets, and
- potential write-offs relating to the impairment of goodwill

In addition to the integration challenges mentioned above, acquisitions of non-U S companies offer distinct integration challenges relating to non-U S. GAAP financial reporting, foreign laws and governmental regulations, including tax and employee benefit laws, and other factors relating to operating in countries other than the United States, which are discussed above in the discussion regarding the difficulties we may face operating outside of the United States

If Tutor-Saliba is unable to sustain its recent significant rate of growth, the growth prospects and future results of the combined company are likely to be adversely affected.

Over the past two years, Tutor-Saliba has undergone substantial revenue and earnings growth. This growth has come from a combination of organic growth and the effects of recent acquisitions. These acquisitions also are expected to contribute significantly to the future performance and growth prospects of the Tutor-Saliba business. Because this growth has not occurred over a sustained period of time, and because it is expected to be partially dependent upon the performance of recent acquisitions, there is no assurance that Tutor-Saliba will be able to continue this rapid pace of growth in the future. Such growth also could be negatively affected by many factors, including future construction industry and capital market conditions, the effects of integration with the Perini business or failures to integrate and successfully manage recent acquisitions (as discussed in the risk factor "As a result of the merger, we have added several new lines of businesses recently acquired by Tutor-Saliba.") These acquisitions expose us to additional risks that, if realized, could adversely affect our future financial performance and operations. If, following the merger, Tutor-Saliba's growth rate slows, or if it fails to grow at the pace anticipated by Perini, our growth prospects and future results are likely to be adversely affected.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On September 8, 2008, in connection with the closing of the merger contemplated by the Agreement and Plan of Merger dated as of April 2, 2008 and amended as of May 28, 2008, by and among the Company, Trifecta Acquisition LLC, a California limited liability company and wholly owned subsidiary of the Company, Tutor-Saliba, Ronald N. Tutor and the shareholders of Tutor-Saliba, and as consideration for the merger, the Company issued 22,987,293 shares of its common stock to the shareholders of Tutor-Saliba immediately prior to the effective time of the merger. In issuing these shares, the Company relied on an exemption from registration under Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder.

Item 3. Defaults Upon Senior Securities

None

Part II. - Other Information (continued)

Item 4. Submission of Matters to a Vote of Security Holders

- (a) The Company's Annual Meeting of Stockholders was held on September 5, 2008
- (b) Not applicable
- (c) Results of voting at the 2008 Annual Meeting of Stockholders were as follows

- (1) A proposal to approve the issuance of 22,987,293 shares of Perini common stock in the merger contemplated by the Agreement and Plan of Merger, dated as of April 2, 2008, by and among Perini, Trifecta Acquisition LLC, Tutor-Saliba Corporation, a California corporation ("Tutor-Saliba"), Ronald N. Tutor and shareholders of Tutor-Saliba was approved by the holders of common stock with the following vote

For	19,700,275
Against	2,403,189
Abstain	51,879
Broker Non Votes	2,457,257

- (2) A proposal to amend the Company's amended and restated articles of organization to increase the number of authorized shares of Perini common stock from 40 million to 75 million shares was approved by the holders of common stock with the following vote

For	19,546,830
Against	2,551,496
Abstain	57,017
Broker Non Votes	2,457,257

- (3) Each of the following persons was elected by the holders of common stock as a Class III Director to hold office for a three-year term expiring 2011 and until their successors are duly elected and qualified

<u>Class III Director</u>	<u>Number of Votes</u>	
	<u>For</u>	<u>Authority Withheld</u>
Marilyn A. Alexander	24,155,845	456,755
Peter Arkley	24,039,827	572,773
Raymond R. Oneglia	24,040,130	572,470
Donald D. Snyder	24,080,115	532,485

- (4) A proposal to amend the Company's 2004 Stock Option and Incentive Plan to increase the number of shares authorized for issuance under the plan from 3 million to 5.5 million was approved by the holders of common stock with the following vote.

For	15,462,968
Against	6,634,795
Abstain	57,580
Broker Non Votes	2,457,257

Item 5. Other Information

None

Part II. - Other Information (continued)

Item 6 Exhibits

- Exhibit 2 1 Agreement and Plan of Merger, dated as of April 2, 2008, by and among Perini Corporation, Trifecta Acquisition LLC, Tutor-Saliba Corporation, Ronald N. Tutor and shareholders of Tutor-Saliba Corporation signatory thereto (incorporated by reference to Exhibit 2.1 to Form 8-K filed on April 7, 2008)
- Exhibit 2 2 Amendment No 1 to the Agreement and Plan of Merger, dated as of May 28, 2008, by and among Perini Corporation, Trifecta Acquisition LLC, Tutor-Saliba Corporation, Ronald N Tutor and shareholders of Tutor-Saliba Corporation signatory thereto (incorporated by reference to Exhibit 2 2 to Form 10-Q filed on August 8, 2008)
- Exhibit 3 1 Restated Articles of Organization (incorporated by reference to Exhibit 4 to Form S-2 (File No 33-28401) filed on April 28, 1989)
- Exhibit 3 2 Articles of Amendment to the Restated Articles of Organization of the Perini Corporation (incorporated by reference to Exhibit 3 2 to Form S-1 (File No 333-111338) filed on December 19, 2003)
- Exhibit 3 3 Articles of Amendment to the Articles of Organization of Perini Corporation (incorporated by reference to Exhibit 3 1 to Form 8-K filed on April 12, 2000)
- Exhibit 3 4 Amended and Restated By-laws of Perini Corporation (incorporated by reference to Exhibit 3 2 of Form 8-K (File No 001-06314) filed on February 14, 1997)
- Exhibit 3 5 Amendment No 1 to the Amended and Restated By-laws of Perini Corporation (incorporated by reference to Exhibit 3 2 to Form 8-K filed on April 12, 2000)
- Exhibit 3 6 Articles of Amendment to the Articles of Organization of Perini Corporation (incorporated by reference to Exhibit 3 1 to Form 8-K filed on September 11, 2008)
- Exhibit 3 7 Amendment to the Amended and Restated By-laws of Perini Corporation – filed herewith
- Exhibit 4 1 Registration Rights Agreement by and among Perini Corporation, Tutor-Saliba Corporation, Ronald N Tutor, O&G Industries, Inc. and National Union Fire Insurance Company of Pittsburgh, Pa , BLUM Capital Partners, L P , PB Capital Partners, L P., The Common Fund for Non-Profit Organizations, and The Union Labor Life Insurance Company, acting on behalf of its Separate Account P, dated as of March 29, 2000 (incorporated by reference to Exhibit 4 1 to Form 8-K filed on April 12, 2000)
- Exhibit 4 2 Letter Agreement by and among Perini Corporation, BLUM Capital Partners, L P , PB Capital Partners, L P. and The Common Fund for Non-Profit Organizations, dated as of December 1, 2003 (incorporated by reference to Exhibit 4 14 to Form S-1 (File No 333-111338) filed on December 19, 2003)
- Exhibit 4 3 Shareholders Agreement, dated as of April 2, 2008, by and among Perini Corporation, Ronald N Tutor and the shareholders of Tutor-Saliba Corporation signatory thereto (incorporated by reference to Exhibit 4 1 to Form 8-K filed on April 7, 2008)
- +Exhibit 10 1 Employment Agreement, dated as of April 2, 2008, by and between Perini Corporation and Ronald N Tutor (incorporated by reference to Exhibit 10.1 to Form 8-K filed on April 7, 2008)

Part II. - Other Information (continued)

- Exhibit 10 2 Third Amended and Restated Credit Agreement dated as of September 8, 2008 among Perini Corporation, the subsidiaries of Perini identified therein, and Bank of America, N A and the other lenders that are parties thereto (incorporated by reference to Exhibit 10 1 to Form 8-K filed on September 12, 2008)
- Exhibit 31 1 Certification of Principal Executive Officer Pursuant to Section 302 of Sarbanes-Oxley Act of 2002 – filed herewith
- Exhibit 31 2 Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 – filed herewith
- *Exhibit 32 1 Certification of Principal Executive Officer Pursuant to 18 U S C Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 – filed herewith
- *Exhibit 32 2 Certification of Principal Financial Officer Pursuant to 18 U S C Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 – filed herewith

* These certifications are being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and are not being filed as part of this Quarterly Report on Form 10-Q or as a separate disclosure document

+ Management contract or compensatory plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized

Perini Corporation
Registrant

Date November 7, 2008

/s/Kenneth R Burk
Kenneth R Burk, Senior Vice President and Chief Financial Officer
Duly Authorized Officer and Principal Financial Officer

***Perini Corporation and
Subsidiaries***

*Consolidated Financial Statements for the Year
Ended December 31, 2007 and Additional Information
for the Year Ended December 31, 2007 and
Independent Auditors' Report*

PERINI CORPORATION AND SUBSIDIARIES

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of Permi Corporation
Framingham, Massachusetts

We have audited the accompanying balance sheet of Permi Corporation and subsidiaries (the "Company") as of December 31, 2007, and the related statements of income, stockholders' equity, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2007, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The additional information listed in the Table of Contents is presented for the purpose of additional analysis and is not a required part of the basic financial statements. This additional information is the responsibility of the Company's management. Such information has been subjected to the auditing procedures applied in our audit of the basic financial statements and, in our opinion, is fairly stated in all material respects when considered in relation to the basic financial statements taken as a whole.

Deloitte & Touche LLP

Boston, Massachusetts
February 28, 2008

PERINI CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

DECEMBER 31, 2007

(In thousands, except share data)

<u>ASSETS</u>		<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>	
CURRENT ASSETS		CURRENT LIABILITIES	
Cash, including cash equivalents of \$459,188 (Note 1)	\$ 459,188	Current maturities of long-term debt (Note 3)	\$ 7,374
Short-term investments	\$ 8,355	Accounts payable, including retainage of \$308,631	939,593
Accounts receivable, including retainage of \$420,244	971,714	Billings in excess of costs and estimated earnings (Note 1)	183,242
Costs and estimated earnings in excess of billings (Note 1)	74,397	Accrued expenses	<u>102,352</u>
Deferred tax asset (Note 5)	7,988		
Other current assets	4,440		
Total current assets	<u>\$ 1,526,082</u>	Total current liabilities	<u>\$ 1,232,561</u>
PROPERTY AND EQUIPMENT, at cost (Note 1)		LONG-TERM DEBT, less current maturities included above (Note 3)	<u>\$ 13,358</u>
Land	\$ 17,371	OTHER LONG-TERM LIABILITIES (Notes 5, 6 and 7)	<u>\$ 39,862</u>
Buildings and improvements	35,421		
Construction equipment	63,918	CONTINGENCIES AND COMMITMENTS (Note 2)	
Other equipment	17,372		
	<u>\$ 134,082</u>	STOCKHOLDERS' EQUITY (Notes 1, 6, 7, and 8)	
Less - Accumulated depreciation	<u>38,645</u>	Preferred stock, \$1 par value	
Total property and equipment, net	<u>\$ 95,437</u>	Authorized—1,000,000 shares	
		Designated—100,000 shares	
		Issued and outstanding—none	\$
		Common stock, \$1 par value -	
		Authorized—40,000,000 shares	
		Issued and outstanding—26,986,746 shares	26,987
		Additional paid-in capital	160,664
OTHER ASSETS		Retained earnings	198,200
Goodwill (Note 1)	\$ 26,268	Accumulated other comprehensive loss	<u>(17,517)</u>
Other assets (Note 5)	<u>6,328</u>	Total stockholders' equity	<u>\$ 368,334</u>
Total other assets	<u>\$ 32,596</u>		
	<u>\$ 1,654,115</u>		<u>\$ 1,654,115</u>

The accompanying notes are an integral part of these consolidated financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2007
(In thousands, except share data)

Revenues (Note 9)	\$	4,628,358
Cost of Operations		<u>4,379,464</u>
Gross Profit	\$	248,894
General and Administrative Expenses		<u>107,913</u>
INCOME FROM CONSTRUCTION OPERATIONS (Note 9)	\$	140,981
Other Income, Net (Note 5)		15,361
Interest Expense (Note 3)		<u>(1,947)</u>
Income Before Income Taxes	\$	154,395
Provision for Income Taxes (Notes 1 and 4)		<u>(57,281)</u>
NET INCOME	\$	<u><u>97,114</u></u>
NET INCOME AVAILABLE FOR COMMON STOCKHOLDERS	\$	<u><u>97,114</u></u>
BASIC EARNINGS PER COMMON SHARE (Note 1)	\$	<u><u>3.62</u></u>
DILUTED EARNINGS PER COMMON SHARE (Note 1)	\$	<u><u>3.54</u></u>
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING (Note 1)		
BASIC		26,819
Effect of Dilutive Stock Options, Warrants and Restricted Stock Units Outstanding		<u>600</u>
DILUTED		<u><u>27,419</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2007
(In thousands)

	<u>Stock Purchase Warrants</u>	<u>Common Stock</u>	<u>Additional Paid-in Capital</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Loss</u>	<u>Total</u>
Balance - December 31, 2006	\$ 461	\$ 26,554	\$ 139,450	\$ 101,086	\$ (23,692)	\$ 243,859
Net Income	-	-	-	97,114	-	97,114
Other comprehensive income						
Change in pension benefit plans (Note 6)	-	-	-	-	6,175	6,175
Total comprehensive income						<u>103,289</u>
Common Stock options and stock purchase warrants exercised	(461)	267	1,095	-	-	901
Excess income tax benefit from stock-based compensation	-	-	5,712	-	-	5,712
Restricted stock compensation expense (Note 8)	-	-	14,427	-	-	14,427
Issuance of Common Stock, net	-	166	(20)	-	-	146
Balance - December 31, 2007	<u>\$ -</u>	<u>\$ 26,987</u>	<u>\$ 160,664</u>	<u>\$ 198,200</u>	<u>\$ (17,517)</u>	<u>\$ 368,334</u>

The accompanying notes are an integral part of these financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2007
(In thousands)

Cash Flows from Operating Activities	
Net income	\$ 97,114
Adjustments to reconcile net income to net cash from operating activities	
Depreciation	9,225
Amortization of deferred expenses and intangible assets	1,718
Restricted stock compensation expense	14,427
Income tax benefit from stock-based compensation	(5,712)
Deferred income taxes	(10,668)
Gain on land held for sale, net	(566)
Gain on sale of property and equipment	(1,960)
Increase in other long-term liabilities	14,168
Other non-cash items, net	(10)
Cash from changes in other components of working capital	
(Increase) decrease in	
Accounts receivable	(224,088)
Costs and estimated earnings in excess of billings	21,944
Other current assets	3,881
Increase (decrease) in	
Accounts payable	297,989
Billings in excess of costs and estimated earnings	27,850
Accrued expenses	36,218
NET CASH FROM OPERATING ACTIVITIES	<u>\$ 281,530</u>
Cash Flows from Investing Activities	
Acquisition of property and equipment	\$ (23,885)
Proceeds from sale of property and equipment	4,994
Proceeds from land held for sale, net	1,133
Investment in available-for-sale securities	(8,000)
Proceeds from sale of available-for-sale securities	116
Investment in other activities	27
NET CASH USED BY INVESTING ACTIVITIES	<u>\$ (26,615)</u>
Cash Flows from Financing Activities	
Proceeds from long-term debt	\$ 5,971
Reduction of long-term debt	(33,981)
Proceeds from exercise of common stock options and stock purchase warrants	901
Excess income tax benefit from stock-based compensation	5,712
Issuance of common stock, net	146
Deferred debt costs	(980)
NET CASH USED BY FINANCING ACTIVITIES	<u>\$ (22,231)</u>
Net Increase in Cash and Cash Equivalents	\$ 233,684
Cash and Cash Equivalents at Beginning of Year	225,504
Cash and Cash Equivalents at End of Year (Note 1(j))	<u>\$ 459,188</u>
Supplemental Disclosure of Cash Paid During the Year For	
Interest	<u>\$ 1,872</u>
Income tax payments	<u>\$ 59,450</u>
Supplemental Disclosure of Non-cash Transactions	
Common stock issued for services	<u>\$ 5,966</u>

The accompanying notes are an integral part of these consolidated financial statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Year Ended December 31, 2007

[1] Summary of Significant Accounting Policies

(a) Nature of Business

Perini Corporation was incorporated in 1918 as a successor to businesses which had been engaged in providing construction services since 1894. Perini Corporation and its wholly owned subsidiaries (the "Company") provide diversified general contracting, construction management and design-build services to private clients and public agencies throughout the world. The Company's construction business is conducted through three basic segments or operations: building, civil and management services. The Company offers general contracting, pre-construction planning and comprehensive project management services, including the planning and scheduling of the manpower, equipment, materials and subcontractors required for the timely completion of a project in accordance with the terms and specifications contained in a construction contract. The Company also offers self-performed construction services, including site work, concrete forming and placement and steel erection. The Company provides these services by using traditional general contracting arrangements, such as fixed price, guaranteed maximum price and cost plus fee contracts and, to a lesser extent, construction management or design-build contracting arrangements.

In an effort to limit its financial and/or operational risk on certain large or complex projects, the Company participates in construction joint ventures, often as the sponsor or manager of the project, for the purpose of bidding and, if awarded, providing the agreed upon construction services. Each participant usually agrees in advance to provide a predetermined percentage of capital, as required, and to share in the same percentage of profit or loss of the project.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of Perini Corporation and its wholly owned subsidiaries. The Company's interests in construction joint ventures are accounted for using the proportionate consolidation method whereby the Company's proportionate share of each joint venture's assets, liabilities, revenues and cost of operations are included in the appropriate classifications in the consolidated financial statements. All significant intercompany transactions and balances have been eliminated in consolidation.

(c) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's construction business involves making significant estimates and assumptions in the normal course of business relating to its contracts and joint venture contracts due to, among other things, the one-of-a-kind nature of most of its projects, the long-term duration of its contract cycle and the type of contract utilized. The most significant estimates with regard to these financial statements relate to the estimating of total forecasted construction contract revenues, costs and profits in accordance with accounting for long-term contracts (see Note 1(d) below) and estimating potential liabilities in conjunction with certain contingencies, including the outcome of pending or future litigation, arbitration or other dispute resolution proceedings relating to contract claims (see Note 2 below). Actual results could differ in the near term from these estimates and such differences could be material.

(d) Method of Accounting for Contracts

Revenues and profits from the Company's contracts and construction joint venture contracts are generally recognized by applying percentages of completion for the period to the total estimated profits for the respective contracts. Percentage of completion is determined by relating the actual cost of the work performed to date to the current estimated total cost of the respective contracts. However, on construction management contracts, profit is generally recognized in accordance with the contract terms, usually on the as-billed method, which is generally consistent with the level of effort incurred over the contract period. When the estimate on a contract indicates a loss, the Company's policy is to record the entire loss during the accounting period in which it is estimated. In the ordinary course of business, at a minimum on a quarterly basis, the Company prepares updated estimates of the total forecasted revenue, cost and profit or loss for each contract. The cumulative effect of revisions in estimates of the total forecasted revenue and costs, including unapproved change orders and claims, during the course of the work is reflected in the accounting period in which the facts that caused the revision become known. The financial impact of these revisions to any one contract is a function of both the amount of the revision and the percentage of completion of the contract. An amount equal to the

[1] Summary of Significant Accounting Policies (continued)

(d) Method of Accounting for Contracts (continued)

costs incurred which are attributable to unapproved change orders and claims is included in the total estimated revenue when realization is probable. Profit from unapproved change orders and claims is recorded in the period such amounts are resolved

In accordance with normal practice in the construction industry, the Company includes in current assets and current liabilities amounts related to construction contracts realizable and payable over a period in excess of one year. Billings in excess of costs and estimated earnings represents the excess of contract billings to date over the amount of contract costs and profits (or contract revenue) recognized to date on the percentage of completion accounting method on certain contracts. Costs and estimated earnings in excess of billings represents the excess of contract costs and profits (or contract revenue) recognized to date on the percentage of completion accounting method over the amount of contract billings to date on the remaining contracts. Costs and estimated earnings in excess of billings results when (1) the appropriate contract revenue amount has been recognized in accordance with the percentage of completion accounting method, but a portion of the revenue recorded cannot be billed currently due to the billing terms defined in the contract and/or (2) costs, recorded at estimated realizable value, related to unapproved change orders or claims are incurred. Costs and estimated earnings in excess of billings related to the Company's contracts and joint venture contracts at December 31, 2007 consisted of the following (in thousands):

Unbilled costs and profits incurred to date*	\$ 8,982
Unapproved change orders	9,313
Claims	56,102
	<u>\$ 74,397</u>

* Represents the excess of contract costs and profits recognized to date on the percentage of completion accounting method over the amount of contract billings to date on certain contracts

Of the balance of "Unapproved change orders" and "Claims" included above in costs and estimated earnings in excess of billings at December 31, 2007, approximately \$45.3 million is the amount subject to pending litigation or dispute resolution proceedings as described in Note 2, "Contingencies and Commitments". This amount is management's estimate of the probable cost recovery from the disputed claims considering such factors as evaluation of entitlement, settlements reached to date and experience with the customer. In the event that future facts and circumstances, including the resolution of disputed claims, cause a reduction in the aggregate amount of the estimated probable cost recovery from the disputed claims, the amount of such reduction will be recorded against earnings in the relevant future period.

The prerequisite for billing "Unbilled costs and profits incurred to date" is provided in the defined billing terms of each of the applicable contracts. The prerequisite for billing "Unapproved change orders" or "Claims" is the final resolution and agreement between the parties. The amount of costs and estimated earnings in excess of billings at December 31, 2007 estimated by management to be collected beyond one year is approximately \$46.7 million.

(e) Property and Equipment

Land, buildings and improvements, construction and computer-related equipment and other equipment are recorded at cost. Depreciation is calculated primarily using the straight-line method for all classifications of depreciable property. Construction equipment is depreciated over estimated useful lives ranging from five to twenty years with estimated salvage values ranging from ten to forty percent of the acquisition cost.

The remaining depreciable property is depreciated over estimated useful lives ranging from three to forty years with no provision for estimated salvage values.

[1] Summary of Significant Accounting Policies (continued)

(f) Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is evaluated by comparing the carrying value of the assets to the undiscounted associated cash flows. When this comparison indicates that the carrying value of the asset is greater than the undiscounted cash flows, a loss is recognized for the difference between the carrying value and estimated fair value. Fair value is determined based either on market quotes or appropriate valuation techniques.

(g) Goodwill

Goodwill included in the accompanying Consolidated Balance Sheet relates entirely to the building segment and represents the excess of the costs of subsidiaries acquired over the fair value of their net assets as of the dates of acquisition as summarized in the following table (in thousands)

Perini Building Company, Inc	\$ 1,017
James A. Cummings, Inc	11,661
Rudolph and Sletten, Inc	<u>13,590</u>
Total	<u>\$ 26,268</u>

In accordance with Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets", the Company annually assesses the potential amount of goodwill impairment by applying a fair value test as of December 31. Based on the impairment tests completed for 2007, the Company concluded that goodwill was not impaired.

(h) Income Taxes

The Company accounts for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes" (See Note 4). Deferred income tax assets and liabilities are recognized for the effects of temporary differences between the financial statement carrying amounts and the income tax basis of assets and liabilities using tax rates expected to be in effect when such differences reverse. In addition, future tax benefits, such as non-deductible accrued expenses, are recognized to the extent such benefits are more likely than not to be realized as an economic benefit in the form of a reduction of income taxes in future years.

In June 2006, the FASB issued Financial Accounting Standards Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("FIN 48"), an interpretation of SFAS No. 109. FIN 48 prescribes a recognition threshold and measurement process for recording in the financial statements uncertain tax positions taken or expected to be taken in a tax return. FIN 48 also provides guidance on recognition, classification, interest and penalties, accounting in interim periods, disclosures and transitions. The Company adopted the provisions of FIN 48 as of January 1, 2007, as required. There was no impact on total liabilities or stockholders' equity as a result of the adoption of FIN 48.

(i) Earnings Per Common Share

Earnings per common share amounts were calculated in accordance with SFAS No. 128, "Earnings per Share". Basic earnings per common share was computed by dividing net income by the weighted average number of common shares outstanding. Diluted earnings per common share was similarly computed after giving consideration to the dilutive effect of stock options and restricted stock units outstanding on the weighted average number of common shares outstanding. There were no antidilutive stock options at December 31, 2007.

(j) Cash and Cash Equivalents

Cash equivalents include short-term, highly liquid investments with original maturities of three months or less.

[1] Summary of Significant Accounting Policies (continued)

(j) Cash and Cash Equivalents (continued)

Cash and cash equivalents as reported in the accompanying Consolidated Balance Sheet consist of amounts held by the Company that are available for general corporate purposes and the Company's proportionate share of amounts held by construction joint ventures that are available only for joint venture-related uses. Cash held by construction joint ventures is distributed from time to time to the Company and to the other joint venture participants in accordance with their percentage interest after the joint venture partners determine that a cash distribution is prudent. Cash distributions received by the Company from its construction joint ventures are then available for general corporate purposes. The Company's cash balance at December 31, 2007 also includes \$25.0 million which represents an advance received from a project owner to be used to fund subcontract work on a specific project under certain circumstances. The Company has included this amount in its contract billings and it is included as a component of "Billings in excess of costs and estimated earnings" in the Consolidated Balance Sheet at December 31, 2007. At December 31, 2007 cash and cash equivalents consisted of the following (in thousands).

Corporate cash and cash equivalents (available for general corporate purposes)	\$ 426,825
Company's share of joint venture cash and cash equivalents (available only for joint venture purposes, including future distributions)	<u>32,363</u>
	<u>\$ 459,188</u>

(k) Short-term Investments

Short-term investments consist primarily of auction rate securities. In accordance with SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities" and, based on the Company's intentions regarding these investments, the Company classifies its investments in auction rate securities as available-for-sale securities. The interest rates are reset every seven to twenty-eight days through an auction bidding process. Due to the frequent nature of the reset feature, the Company's investments in auction rate securities are recorded at cost, which approximates fair value. As a result, the Company has no cumulative gross realized or unrealized holding gains or losses from these securities and all income is recorded as interest income.

(l) Stock-Based Compensation

Effective January 1, 2006, the Company adopted the provisions of SFAS No. 123(R), "Share-Based Payment" using the modified prospective application method. In November 2005, the Financial Accounting Standards Board issued its Staff Position No. 123(R)-3, "Transition Election Related to Accounting for Tax Effects of Share-Based Payment Awards" ("FSP 123(R)-3"). The Company elected to adopt the alternative transition method provided in FSP 123(R)-3 for calculating the tax effects of stock-based compensation pursuant to SFAS No. 123(R). The alternative transition method includes a simplified method to establish the beginning balance of the additional paid-in capital pool ("APIC Pool") related to the tax effects of employee stock-based compensation, and to determine the subsequent impact on the APIC Pool and the Consolidated Statement of Cash Flows of the tax effects of employee stock-based compensation awards that are outstanding upon adoption of SFAS No. 123(R). (See Note 8.)

(m) Insurance Liabilities

The Company typically utilizes third party insurance coverage subject to varying deductible or self insurance levels with aggregate caps on losses retained. The Company assumes the risk for the amount of the self-insured deductible portion of the losses and liabilities primarily associated with workers' compensation and general liability coverage. In addition, on certain projects, the Company assumes the risk for the amount of the self-insured deductible portion of losses that arise from any subcontractor defaults. Losses are accrued based upon the Company's estimates of the aggregate liability for claims.

[1] Summary of Significant Accounting Policies (continued)

(m) Insurance Liabilities (continued)

incurred using historical experience and certain actuarial assumptions followed in the insurance industry. The estimate of insurance liability within the self-insured deductible limits includes an estimate of incurred but not reported claims based on data compiled from historical experience.

(n) Fair Value of Financial Instruments

The carrying amount of cash and cash equivalents approximates fair value due to the short-term nature of these items. The carrying value of receivables, payables and other amounts arising out of normal contract activities, including retentions, which may be settled beyond one year, is estimated to approximate fair value. See Note 4 for disclosure of the fair value of long-term debt.

(o) New Accounting Pronouncements

In December 2007, the Financial Accounting Standards Board ("FASB") issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements – an amendment of Accounting Research Bulletin No. 51." SFAS No. 160 establishes accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. SFAS No. 160 is effective for the Company beginning January 1, 2009 and the Company will apply the provisions of SFAS No. 160 prospectively as of that date.

In December 2007, the FASB issued SFAS No. 141(R), "Business Combinations." SFAS No. 141(R) establishes principles and requirements for how an acquirer of a business recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree. SFAS No. 141(R) also provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. SFAS No. 141(R) is effective for the Company beginning January 1, 2009 and the Company will apply the provisions of SFAS No. 141(R) prospectively as of that date.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities – including an amendment of SFAS No. 115." SFAS No. 159 permits entities to choose to measure many financial instruments and certain other items at fair value. SFAS No. 159 is effective for the Company beginning January 1, 2008 and the Company will apply the provisions of SFAS No. 159 prospectively as of that date. The Company is in the process of evaluating the impact, if any, the adoption of SFAS No. 159 may have on its consolidated financial statements when it becomes effective in 2008.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements," which clarifies the definition of fair value, describes methods used to appropriately measure fair value, and expands fair value disclosure requirements. SFAS No. 157 applies under other accounting pronouncements that currently require or permit fair value measurements. SFAS No. 157 is effective for the Company beginning January 1, 2008 for financial assets and beginning January 1, 2009 for non-financial assets, and the Company will apply the provisions of SFAS No. 157 prospectively as of those dates. The Company is in the process of determining the impact, if any, the adoption of SFAS No. 157 may have on its consolidated financial statements and related disclosures when it becomes effective in 2008.

[2] Contingencies and Commitments

(a) Tutor-Saliba-Perini Joint Venture vs. Los Angeles MTA Matter

During 1995, a joint venture, Tutor-Saliba-Perini, or the Joint Venture, in which Perini Corporation, or Perini, is the 40% minority partner and Tutor-Saliba Corporation, or Tutor-Saliba, of Sylmar, California is the 60% managing partner, filed a complaint in the Superior Court of the State of California for the County of Los Angeles against the Los Angeles County Metropolitan Transportation Authority, or LAMTA, seeking to recover costs for extra work required by LAMTA in connection with the construction of certain tunnel and station projects. In 1999, LAMTA countered with civil claims under the California False Claims Act ("CFCA") against the Joint Venture, Tutor-Saliba and Perini jointly and severally (together, TSP).

[2] Contingencies and Commitments (continued)

(a) Tutor-Saliba-Perini Joint Venture vs. Los Angeles MTA Matter (continued)

Ronald N Tutor, the Chairman and Chief Executive Officer of Perini since 2000, is also the chief executive officer and the primary beneficial owner of Tutor-Saliba.

Claims concerning the construction of LAMTA projects were tried in 2001. During the trial, based on the Joint Venture's alleged failure to comply with the court's discovery orders, the judge issued terminating sanctions that resulted in a substantial judgment against TSP.

TSP appealed and, in January, 2005, the State of California Court of Appeal reversed the trial court's entire judgment and found that the trial court judge had abused his discretion and had violated TSP's due process rights, and had imposed impermissibly overbroad terminating sanctions. The Court of Appeal also directed the trial court to dismiss LAMTA's claims that TSP had violated the Unfair Competition Law ("UCL") because LAMTA lacked standing to bring such a claim, and remanded the Joint Venture's claims against LAMTA for extra work required by LAMTA and LAMTA's counterclaim under the CFCA against TSP to the trial court for further proceedings, including a new trial. LAMTA petitioned the Court of Appeal for rehearing and the California Supreme Court for review. Both petitions were denied and the case was remanded and reassigned for a new trial.

In 2006, upon remand, the trial court allowed LAMTA to amend its cross-complaint to add the District Attorney as a party in order to have a plaintiff with standing to assert a UCL claim, and allowed a UCL claim to be added. The court also ordered that individual issues of the case be tried separately.

In December, 2006, in the trial of the first issue, which arose out of a 1994 change order involving a Disadvantaged Business Enterprise subcontractor pass-through claim, the jury found that the Joint Venture had submitted two false claims for payment and had breached its contract with LAMTA and awarded LAMTA \$111,651 in direct damages. The court has awarded penalties of \$10,000 for each of the two claims and will treble the damages awarded by the Jury. A final judgment with respect to these claims will not be entered until the entire case has been resolved and is subject to appeal. In addition, the court will determine whether there were any violations of the UCL, but has deferred its decision on those claims until the case is completed. Each such violation may bear a penalty of up to \$2,500.

In February 2007, the court granted a Joint Venture motion and precluded LAMTA in future proceedings from presenting its claims that the Joint Venture breached its contract and violated the CFCA by allegedly "frontloading" the so-called "B Series" contracts. The court ordered further briefing on LAMTA's UCL claim on this issue.

On December 26, 2007, the Court dismissed both TSP's and LAMTA's affirmative work restriction claims. LAMTA has filed a motion asking the Court, in effect, to reconsider its decision to dismiss LAMTA's claim and to allow the matter to proceed to trial. TSP will oppose the motion.

A schedule for addressing the remaining claims has not yet been established. The court has indicated that it would like the parties to resolve the entire case through mediation. To date, efforts by the parties to settle the case have not been successful.

The ultimate financial impact of the lawsuit is not yet determinable. Therefore, no provision for loss, if any, has been recorded in the financial statements.

[2] Contingencies and Commitments (continued)

(b) Perini/Kiewit/Cashman Joint Venture-Central Artery/Tunnel Project Matter

Perini/Kiewit/Cashman Joint Venture, or PKC, a joint venture in which Perini holds a 56% interest and is the managing partner, is currently pursuing a series of claims for additional contract time and/or compensation against the Massachusetts Highway Department, or MHD, for work performed by PKC on a portion of the Central Artery/Tunnel project in Boston, Massachusetts. During construction, MHD ordered PKC to perform changes to the work and issued related direct cost changes with an estimated value, excluding time delay and inefficiency costs, in excess of \$100 million. In addition, PKC encountered a number of unforeseen conditions during construction that greatly increased PKC's cost of performance. MHD has asserted counterclaims for liquidated damages.

Certain of PKC's claims have been presented to a Disputes Review Board, or DRB, which consists of three construction experts chosen by the parties. To date, the DRB has issued five binding awards on PKC's claims. It has ruled that PKC is entitled to additional compensation for the first portion of its contract time delay claim in the amount of \$17.4 million. The Massachusetts Superior Court approved PKC's request to confirm the DRB's \$17.4 million award. The Massachusetts Appeals Court affirmed that decision.

The DRB has also ruled on a binding basis that PKC is entitled to four additional compensation awards, less credits, totaling \$39.8 million for impacts and inefficiencies caused by MHD to certain of PKC's work. The first two such awards, totaling \$17.1 million, have been confirmed by the Superior Court and were not appealed. MHD has filed actions in the Superior Court seeking to vacate the other two awards, and PKC has answered, seeking to confirm them. These actions have not yet been heard. PKC has taken the position that it is entitled to interest on each of the five binding DRB awards as provided in the awards. It appears that MHD will object to payment of any interest.

It is PKC's position that the remaining claims to be decided by the DRB on a binding basis have an anticipated value of approximately \$104 million (exclusive of interest). MHD disputes that the remaining claims before the DRB may be decided on a binding basis. Hearings before the DRB are scheduled to occur throughout 2008 and into early 2009.

To date, the DRB has issued two interim decisions. The first, issued on December 4, 2007, held that Perini's claim for delay damages (the "Time II" claim) is not barred or limited by the 10% markups for overhead and profit on change orders. The second decision, issued on January 11, 2008, held that the date of the project's substantial completion, for purposes of calculating any liquidated damages, is August 23, 2003.

Management has made an estimate of the total anticipated cost recovery on this project and it is included in revenue recorded to date. To the extent new facts become known or the final cost recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

(c) Investigation by U.S. Attorney for Eastern District of New York

In 2001, the Company received a grand jury subpoena for documents in connection with an investigation by the U.S. Attorney's Office for the Eastern District of New York. The investigation concerns contracting with disadvantaged, minority, and women-owned businesses in the New York City area construction industry. The Company has cooperated with the U.S. Attorney's Office in the investigation and produced documents pursuant to the subpoena in 2001 and 2002. In August 2006 and May 2007, the Company received two additional grand jury subpoenas for documents in connection with the same investigation. The Company subsequently produced documents pursuant to those subpoenas, and continues to cooperate in the investigation. It is the Company's understanding that lawyers for two former Perini Civil Division employees also are in separate discussions with the U.S. Attorney's Office related to the investigation. On January 8, 2007, the Company was informed by the U.S. Attorney's Office that the Company meets the definition of "subject" in the United States Attorney's Manual. That definition is "a person whose conduct is within the scope of the grand jury's investigation." At the same time, the U.S. Attorney's Office also

[2] Contingencies and Commitments (continued)

(c) Investigation by U.S. Attorney for Eastern District of New York (continued)

wrote to the Company that "Perini has been cooperatively engaged in discussions with this office and that we are considering a civil settlement with regard to Perini." The Company has been in active discussions with the U.S. Attorney's Office concerning a resolution of this matter. The Company recorded a charge in 2007 with respect to this matter which materially affected the operating results of the civil segment. Since this matter has not been settled, the potential for a further charge (or credit) exists; however, management believes that the amount of such further charge or credit, if any, will not be material to the operating results of the Company or to the civil segment.

(d) Long Island Expressway/Cross Island Parkway Matter

The Company reconstructed the Long Island Expressway/Cross Island Parkway Interchange for the New York State Department of Transportation (the "NYSDOT"). The \$130 million project (the "Project") included the complete reconstruction and/or new construction of fourteen bridges and numerous retaining and barrier walls; reconfiguration of the existing interchange with the addition of three flyover bridges; widening and resurfacing of three miles of highway, and a substantial amount of related work. The Company substantially completed the Project in January 2004, and its work on the Project was accepted by the NYSDOT as finally complete in February 2006.

Because of numerous design errors, undisclosed utility conflicts, lack of coordination with local agencies and other interferences for which the Company believes that the NYSDOT is responsible, the Company suffered impacts involving every structure. As a result, the Company incurred significant additional costs in completing its work and suffered a significantly extended Project schedule.

The initial Project schedule contemplated substantial completion in 28 months from the Project commencement in September, 2000. Ultimately, the time for substantial completion was extended by 460 days. While the Project was under construction, the NYSDOT made \$8.5 million of payments to the Company for its extended overhead costs.

The Company sought approximately \$33 million of additional relief from the NYSDOT for the delay and extra work it experienced. The NYSDOT, however, declined to grant the Company any further relief. Moreover, it is the Company's understanding that the NYSDOT will seek an adjustment of an unspecified amount of the \$8.5 million it previously paid to the Company for its extended overhead costs.

Since the NYSDOT has accepted the Company's work as complete, it must take certain steps to close out the Project contract. To date, the NYSDOT has not completed that process.

After the closeout of the Project contract by the NYSDOT, which is expected soon, the Company will file a formal claim with the NYSDOT for the delay and extra work it experienced, as a condition precedent to filing an action in the New York Court of Claims.

Management has made an estimate of the total anticipated cost recovery on the Project and it is included in revenue recorded to date. To the extent new facts become known or the final cost recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

(e) The Cosmopolitan Resort and Casino Matter

The Company is engaged in the construction of The Cosmopolitan Resort and Casino, a mixed-use casino/hotel development project in Las Vegas, Nevada, (the "Project") for Cosmo Senior Borrower LLC, ("Cosmo"). On January 16, 2008, Deutsche Bank AG delivered a notice of loan default to Cosmo, et al. At this time, construction work continues on the Project and all current amounts due the Company have been paid pursuant to the terms of the construction contract. The Company has an interim commitment from Deutsche Bank under which Deutsche Bank will continue to pay the Company for performing construction work on the Project on a monthly basis while the issues of the loan default are being resolved. The Project is scheduled for completion in December 2009. As of December 31, 2007, approximately \$1.4 billion of work remained to be performed by the Company under the construction contract.

[2] Contingencies and Commitments (continued)

(e) *The Cosmopolitan Resort and Casino Matter* (continued)

The ultimate financial impact of this matter, if any, is not yet determinable. Therefore, no provision for loss or contract profit reduction, if any, has been recorded in the financial statements.

[3] Financial Commitments

Long-term Debt

Long-term debt of the Company at December 31, 2007 consisted of the following (in thousands)

Mortgage on corporate headquarters building, at a rate of 8.96% payable in equal monthly installments over a ten year period, with a balloon payment of approximately \$5.3 million in 2010	\$ 6,123
Mortgage on office building at a rate of 5.68% payable in equal monthly installments over a five year period, with a balloon payment of \$1.4 million in 2008	1,456
Mortgage on office building at a rate of 7.16% payable in equal monthly installments over a five year period, with a balloon payment of \$1.5 million in 2011	1,711
Other mortgages	1,407
Other indebtedness, primarily equipment financing at rates ranging from 0% to 7.0%	<u>10,035</u>
Total	\$ 20,732
Less – current maturities	<u>7,374</u>
Net long-term debt	<u>\$ 13,358</u>

Payments required under these obligations amount to approximately \$7,374 in 2008, \$3,671 in 2009, \$7,843 in 2010 and \$1,844 in 2011.

On February 22, 2007, the Company entered into an Amended and Restated Credit Agreement with Bank of America, N.A., as administrative agent, and three participant lenders (the "Amended Agreement"). The Amended Agreement amends and restates in its entirety the Company's previously existing credit agreement dated as of October 14, 2005, as amended through April 13, 2006 (the "Prior Agreement").

The Amended Agreement provides for a secured revolving credit facility (the "Revolving Facility") of up to \$125 million, which can be expanded to \$175 million in the future with the consent of the lenders. This represents an increased borrowing capacity from the Prior Agreement, which provided for a revolving credit facility of \$50 million, plus a term loan in the original amount of \$30 million, of which \$22.5 million was outstanding at December 31, 2006. The term loan was paid in full on February 22, 2007 in conjunction with the closing of the Amended Agreement. The Company has not borrowed under its available revolving credit facilities during 2007 but has utilized them for letters of credit. Accordingly, at December 31, 2007, the Company has \$113.5 million available to borrow under the Revolving Facility.

The Company can choose from interest rate alternatives including a prime-based rate, as well as Eurodollar rate-based options. While the Amended Agreement also provides for an increase in the aggregate amount of letters of credit that may be issued under the agreement from \$15 million to \$50 million, any outstanding letters of credit reduce availability under the Revolving Facility on a dollar-for-dollar basis. The termination date of the Revolving Facility was extended from June 30, 2008 to February 22, 2012.

The Amended Agreement requires, among other things, maintaining minimum net worth and fixed charge coverage and asset coverage ratios as well as a maximum leverage ratio. The Amended Agreement also includes operational covenants customary for facilities of this type, including limitations on incurring additional indebtedness and liens, as well as restrictions on types of investments and the purchase and sale of assets outside of the normal course of business. The Company's obligations under the Amended

[3] Financial Commitments (continued)

Agreement are guaranteed by substantially all of the Company's current and future subsidiaries, and secured by substantially all of the Company's and its subsidiaries' assets

The fair value of the balance outstanding under the Amended Agreement equals the carrying value of zero. For fixed rate debt, fair value is determined based on discounted cash flows for the debt at the Company's current incremental borrowing rate for similar types of debt. The estimated fair value of fixed rate debt at December 31, 2007 is \$21.2 million compared to the carrying amount of \$20.7 million.

Leases

The Company leases certain construction equipment, vehicles and office space under non-cancelable operating leases. Future minimum rent payments under non-cancelable operating leases as of December 31, 2007 are as follows (in thousands):

	<u>Amount</u>
2008	\$ 6,425
2009	4,564
2010	2,846
2011	1,371
2012	989
Thereafter	<u>2,314</u>
Subtotal	\$ 18,509
Less - Sublease rental agreements	<u>(251)</u>
Total	<u>\$ 18,258</u>

Rental expense under operating leases of construction equipment, vehicles and office space was \$7,492 in 2007.

[4] Income Taxes

The provision for income taxes is comprised of the following (in thousands):

	<u>Federal</u>	<u>State</u>	<u>Total</u>
Current	\$ 61,198	\$ 6,751	\$ 67,949
Deferred	<u>(9,593)</u>	<u>(1,075)</u>	<u>(10,668)</u>
	<u>\$ 51,605</u>	<u>\$ 5,676</u>	<u>\$ 57,281</u>

[4] Income Taxes (continued)

The table below reconciles the difference between the statutory federal income tax rate and the effective rate provided for income before income taxes in the Consolidated Statement of Income

Statutory federal income tax rate	35.0%
State income taxes, net of federal tax benefit	2.6
Other	<u>(0.5)</u>
Effective tax rate	<u>37.1%</u>

The following is a summary of the significant components of the Company's deferred tax assets and liabilities as of December 31, 2007 (in thousands)

Deferred Tax Assets

Construction contract accounting	\$ 2,126
Timing of expense recognition	<u>20,665</u>
Deferred tax assets	<u>\$ 22,791</u>

Deferred Tax Liabilities

Joint ventures - construction	\$ (5,723)
Fixed assets, due primarily to purchase accounting	(8,332)
Intangible assets, due primarily to purchase accounting	(2,636)
Other	<u>(236)</u>
Deferred tax liabilities	<u>\$ (16,927)</u>

Net deferred tax asset	<u>\$ 5,864</u>
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The net deferred tax asset as of December 31, 2007 is classified in the Consolidated Balance Sheet based on when the future benefit is expected to be realized as follows (in thousands):

Short-term deferred tax asset	\$ 7,988
Long-term deferred tax liability	<u>(2,124)</u>
	<u>\$ 5,864</u>

No valuation allowance for deferred tax assets was recorded at December 31, 2007 since the Company believes it is more likely than not that all of the deferred tax assets will be realized because they were supported by recoverable taxes paid in prior years

As of December 31, 2007, the Company identified and reviewed potential uncertainties related to taxes upon the adoption of FIN 48 and determined that the exposure to those uncertainties did not have a material impact on the Company's results of operations or financial condition

[5] Other Assets, Other Long-term Liabilities and Other Income, Net

Other Assets, Other Long-term Liabilities and Other Income, Net consist of the following as of or for the year ended December 31, 2007 (in thousands):

Other Assets

Land held for sale (Note 11)	\$ 407
Deferred expenses	1,348
Other investments	432
Intangible assets	4,141
	<u>\$ 6,328</u>

Other Long-term Liabilities

Employee benefit related liabilities	\$ 2,189
Minimum pension liability adjustment (Note 6)	5,892
Subcontractor insurance program (Note 1)	26,966
Deferred and other tax liabilities	3,244
Deferred lease incentive	1,571
	<u>\$ 39,862</u>

Other Income, Net

Interest income	\$ 13,811
Gain from land sales, net (Note 11)	566
Gain on sale of property used in operations	1,585
Bank fees	(683)
Miscellaneous income	82
	<u>\$ 15,361</u>

[6] Employee Benefit Plans

The Company has a defined benefit pension plan that covers its executive, professional, administrative and clerical employees, subject to certain specified service requirements. The plan is noncontributory and benefits are based on an employee's years of service and "final average earnings", as defined. The plan provides reduced benefits for early retirement and takes into account offsets for social security benefits. Effective June 1, 2004, all benefit accruals under the Company's pension plan were frozen, however, the current vested benefits will be preserved. The Company also has an unfunded supplemental retirement plan for certain employees whose benefits under the defined benefit pension plan were reduced because of compensation limitations under federal tax laws. In accordance with SFAS No. 132R, "Employers' Disclosures About Pensions and Other Post-Retirement Benefits", pension disclosure as presented below includes aggregated amounts for both of the Company's plans, except where otherwise indicated.

In September 2006, the FASB issued SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans – an Amendment of FASB Statements No. 87, 88, 106 and 132(R)", which requires an employer to recognize the over funded or under funded status of defined benefit and other post-retirement plans as an asset or liability in its balance sheet and to recognize changes in that funded status in the year in which the changes occur through an adjustment to accumulated other comprehensive income (loss) in stockholders' equity.

In addition, SFAS No. 158 requires an employer to measure the funded status of a plan as of the date of its fiscal year-end, with limited exceptions. The Company historically has used the date of its fiscal year-end as its measurement date.

[6] Employee Benefit Plans (continued)

Net pension cost for 2007 follows (in thousands)

Interest cost on projected benefit obligation	\$ 4,490
Expected return on plan assets	(4,536)
Recognized actuarial loss	<u>2,261</u>
Net pension cost	<u>\$ 2,215</u>

Actuarial assumptions used to determine net pension cost

Discount rate	5.86%
Long-term rate of return on assets	7.50%
Rate of increase in compensation	n.a.

The expected long-term rate of return on assets assumption will remain at 7.50% for 2008. The expected long-term rate of return on assets assumption was developed considering historical and future expectations for returns for each asset class.

The target asset allocation for the Company's pension plan by asset category for 2008 and the actual asset allocation at December 31, 2007 by asset category are as follows:

Asset Category	Percentage of Plan Assets at December 31,	
	Target	
	Allocation 2008	2007
Equity securities		
Domestic	60.0%	60.9%
International	15.0	18.4
Fixed income securities	<u>25.0</u>	<u>20.7</u>
Total	<u>100.0%</u>	<u>100.0%</u>

The target asset allocation was established to attempt to maximize returns with consideration of the long-term nature of the obligations and to reducing the level of overall market volatility through the allocation to fixed income investments. During the year, the asset allocation is reviewed for adherence to the target asset allocation and the portfolio of investments is rebalanced periodically.

International investments consist primarily of large capitalization equities. During 2007, the domestic equity portfolio was transferred to funds of hedge funds, with the goal of generating returns in excess of traditional equity funds. Investments are broadly diversified by strategy and manager. As of December 31, 2007, plan assets included approximately \$40.1 million of investments in funds of hedge funds which have non-readily determinable fair values. Estimates of fair value of these funds are determined using the best information available. The fixed income allocation comprises a high yield mutual fund which invests primarily in corporate bonds with an average rating of B.

The Company expects to contribute \$2.0 million to its defined benefit pension plan in 2008.

[6] Employee Benefit Plans (continued)

Future benefit payments under the plans are estimated as follows (in thousands)

	<u>Amount</u>
2008	\$ 4,740
2009	4,865
2010	5,009
2011	5,160
2012	5,276
2013 - 2017	28,503

The following tables provide a reconciliation of the changes in the fair value of assets in the plan and plan benefit obligations during the year ended December 31, 2007, and a statement of the funded status as of December 31, 2007 (in thousands)

Change in Fair Value of Plan Assets	
Balance at beginning of year	\$ 62,659
Actual return on plan assets	4,505
Company contribution	3,397
Benefit payments	<u>(4,218)</u>
Balance at end of year	<u>\$ 66,343</u>
Change in Projected and Accumulated Benefit Obligations	
Balance at beginning of year	\$ 78,311
Interest cost	4,490
Actuarial gain	(3,945)
Benefit payments	<u>(4,218)</u>
Balance at end of year	<u>\$ 74,638</u>
Funded Status	
Funded status at December 31, 2007	<u>\$ (8,295)</u>
Amounts recognized in Consolidated Balance Sheet consist of	
Current liabilities	\$ (210)
Long-term liabilities	<u>(8,085)</u>
Net amount recognized in Consolidated Balance Sheet	<u>\$ (8,295)</u>
Amounts not yet reflected in net periodic benefit cost and included in accumulated other comprehensive loss	
Accumulated loss	<u>\$ (17,517)</u>
Accumulated other comprehensive loss	(17,517)
Cumulative Company contributions in excess of net periodic benefit cost	<u>9,222</u>
Net amount recognized in Consolidated Balance Sheet	<u>\$ (8,295)</u>

[6] Employee Benefit Plans (continued)

The estimated amount of the net accumulated loss that will be amortized from accumulated other comprehensive loss into net period benefit cost in 2008 is \$1.6 million

Actuarial assumptions used to determine benefit obligation:	
Discount rate	6.41%
Rate of increase in compensation	n.a.
Measurement date	December 31, 2007

Other comprehensive loss attributable to the net gain arising during the period plus the amortization of the loss during the period pursuant to SFAS No. 158 amounted to a decrease of \$6.2 million in 2007. Other comprehensive loss attributable to a change in the additional pension liability recognized pursuant to SFAS No. 87, "Employers' Accounting for Pensions" amounted to a net increase of \$23.7 million in prior years. The cumulative net amount of \$17.5 million represents the excess of the projected benefit obligations of the Company's pension plans over the fair value of the plans' assets as of December 31, 2007, compared to a \$9.2 million pension asset previously recognized. The net amount of \$8.3 million is reflected as a liability as of December 31, 2007 (see above) with the offset being a reduction in stockholders' equity. Adjustments to the amount of this pension liability will be recorded in future years, as required, based upon periodic re-evaluation of the funded status of the Company's pension plans.

The Company's plans have benefit obligations in excess of the fair value of the plans' assets. The following table provides information relating to each of the plans' benefit obligations compared to the fair value of its assets as of December 31, 2007 (in thousands).

	<u>Pension Plan</u>	<u>Benefit Equalization Plan</u>	<u>Total</u>
Projected benefit obligation	\$ 71,764	\$ 2,874	\$ 74,638
Accumulated benefit obligation	\$ 71,764	\$ 2,874	\$ 74,638
Fair value of plan assets	\$ 66,343	\$ -	\$ 66,343
Projected benefit obligation greater than Fair value of plan assets	<u>\$ 5,421</u>	<u>\$ 2,874</u>	<u>\$ 8,295</u>
Accumulated benefit obligation greater than Fair value of plan assets	<u>\$ 5,421</u>	<u>\$ 2,874</u>	<u>\$ 8,295</u>

The Company has a contributory Section 401(k) plan which covers its executive, professional, administrative and clerical employees, subject to certain specified service requirements. The 401(k) expense provision approximated \$3.7 million in 2007. The Company's contribution is based on a non-discretionary match of employees' contributions, as defined.

The Company has an incentive compensation plan for key employees which is generally based on the Company's achievement of a certain level of profit.

The Company also contributes to various multi-employer union retirement plans under collective bargaining agreements which provide retirement benefits for substantially all of its union employees. The aggregate amount provided in accordance with the requirements of these plans was approximately \$25.9 million in 2007. The Multi-employer Pension Plan Amendments Act of 1980 defines certain employer obligations under multi-employer plans. Information regarding union retirement plans is not available from plan administrators to enable the Company to determine its share of any unfunded vested liabilities.

[6] Employee Benefit Plans (continued)

Under the Employee Retirement Income Security Act, a contributor to a multi-employer plan is liable, upon termination or withdrawal from a plan, for its proportionate share of a plan's unfunded vested liability. The Company currently has no intention of withdrawing from any of the multi-employer pension plans in which it participates

[7] Stock Purchase Warrants

In connection with an amended credit agreement effective January 17, 1997, certain banks received stock purchase warrants to purchase up to 420,000 shares of the Company's Common Stock at a purchase price of \$8.30 per share, subject to certain anti-dilution adjustments in the event of certain distributions and other corporate events, at any time during the ten year period ending January 17, 2007. Prior to 2006, 333,312 warrants were exercised. The remaining balance of 86,688 warrants outstanding as of December 31, 2006 was exercised on January 12, 2007.

[8] Stock-Based Compensation

In May 2004, the Company's stockholders approved the adoption of the 2004 Stock Option and Incentive Plan which provided that up to 1,000,000 shares of the Company's Common Stock will be available for the granting of stock-based compensation awards to key executives, employees and directors of the Company. In May 2006, the Company's stockholders approved an amendment to the Plan that increased the number of shares of the Company's common stock available for issuance thereunder from 1,000,000 shares to 3,000,000 shares. The Plan allows these stock-based compensation awards to be granted in a variety of forms, including stock options, stock appreciation rights, restricted stock awards, unrestricted stock awards, deferred stock awards and dividend equivalent rights.

The Compensation Committee of the Company's Board of Directors approved the grant of 1,345,000 restricted stock units to certain of its executive officers and employees under the 2004 Stock Option and Incentive Plan. As of December 31, 2007, 315,000 restricted stock units vested and accordingly 315,000 shares of common stock were issued. Of the remaining 1,030,000 restricted stock units outstanding at December 31, 2007, 665,000 generally vest in three equal installments on January 1, 2008, 2009 and 2010, and 365,000 generally vest on January 1, 2010. Of the restricted stock units outstanding at December 31, 2007, 630,000 are subject only to the satisfaction of service requirements and the remaining 400,000 are subject to the satisfaction of both service requirements and achievement of certain pre-established pretax income performance criteria. Upon vesting, each restricted stock unit will be exchanged for one share of the Company's common stock. The grant date fair value of the restricted stock units is \$43.4 million based on the closing price of the Company's common stock on the dates of grant. For the year ended December 31, 2007, the Company recognized compensation expense of \$14.4 million related to these restricted stock units and this amount is included as a component of "General and Administrative Expenses" in the Consolidated Statement of Income. At December 31, 2007, there was \$12.4 million of unrecognized compensation cost related to the non-vested restricted stock units outstanding which, absent significant forfeitures in the future, will be recognized over a weighted average period of 1.75 years.

[8] Stock-Based Compensation (continued)

A summary of stock-based compensation awards related to the Company's 2004 Stock Option and Incentive Plan is as follows.

	Number of Shares	Weighted Average Grant Date Fair Value	Shares Available to Grant
Outstanding at December 31, 2006	1,145,000	\$31.43	1,452,626
Granted	50,000	\$53.22	(50,000)
Issued	(165,000)	\$31.55	-
Reacquired	-		5,000
Outstanding at December 31, 2007	<u>1,030,000</u>	\$32.47	<u>1,407,626</u>

The aggregate intrinsic value of the restricted stock units outstanding at December 31, 2007 is approximately \$42.7 million.

In May 2000, the Company's stockholders approved the adoption of the Special Equity Incentive Plan which provided that up to 3,000,000 shares of the Company's Common Stock would be available for the granting of nonqualified stock options to key executives, employees and directors of the Company. Options are granted at not less than the fair market value on the date of grant, as defined. Options generally expire 10 years from the date of grant. Options outstanding under the Special Equity Incentive Plan are generally exercisable in three equal annual installments, on the date of grant and on the first and second anniversary of the date of grant. As of December 31, 2007, all of the options outstanding were exercisable. A summary of stock option activity related to the Company's Special Equity Incentive Plan is as follows.

	Number of Shares	Option Price Per Share		Shares Available to Grant
		Range	Weighted Average	
Outstanding at December 31, 2006	240,000	\$3.13 - \$4.50	\$4.36	195,634
Exercised	(203,500)	\$3.13 - \$4.50	\$4.43	-
Outstanding at December 31, 2007	<u>36,500</u>	\$3.13 - \$4.50	\$3.97	<u>195,634</u>

Options outstanding at December 31, 2007 and related weighted average price and life information follows:

Remaining Life (Years)	Grant Date	Options Outstanding	Options Exercisable	Weighted Average Exercise Price	Aggregate Intrinsic Value
2.5	05/25/00	14,000	14,000	\$3.13	\$36,130
2.75	09/12/00	22,500	22,500	\$4.50	\$80,700
Totals		<u>36,500</u>	<u>36,500</u>	\$3.97	<u>\$1,366,830</u>

[9] Business Segments

Business segment information presented below was determined in accordance with SFAS No. 131, "Disclosures About Segments of an Enterprise and Related Information."

The Company provides diversified general contracting, construction management and design-build services to private clients and public agencies throughout the world. The Company's construction business is

[9] Business Segments (continued)

conducted through three reportable segments building, civil and management services. The building segment is comprised of Perini Building Company, James A Cummings, Inc., and Rudolph and Sletten, Inc., and focuses on large, complex projects in the hospitality and gaming, sports and entertainment, educational, transportation, corrections, healthcare, biotech, pharmaceutical and high-tech markets. The civil segment is comprised of Perini Civil Construction and Cherry Hill Construction, Inc., and focuses on public works construction primarily in the northeastern and mid-Atlantic United States including the repair, replacement and reconstruction of the public infrastructure such as highways, bridges, mass transit systems and wastewater treatment facilities. The management services segment provides diversified construction, design-build and maintenance services to the U.S. military and government agencies as well as surety companies and multi-national corporations in the United States and overseas.

During 2007, the Company's chief operating decision making group consisted of the Chairman and Chief Executive Officer, the President and Chief Operating Officer who is also the President of Perini Management Services, and the Chairman and Chief Executive Officer of Perini Building Company. This group decides how to allocate resources and assess performance of the business segments. Generally, the Company evaluates performance of its operating segments on the basis of income from operations and cash flow. The accounting policies applied by each of the segments are the same as those described in the Summary of Significant Accounting Policies (see Note 1). The following tables set forth certain business and geographic segment information relating to the Company's operations for the year ended December 31, 2007 (in thousands):

	Reportable Segments				Corporate	Consolidated Total
	Building	Civil	Management Services	Totals		
Revenues	\$ 4,248,814	\$ 234,778	\$ 144,766	\$ 4,628,358	\$ -	\$ 4,628,358
Income (Loss) from Construction Operations	\$ 127,426	\$ (12,991)	\$ 49,402	\$ 163,837	\$ (22,856) (a)	\$ 140,981
Assets	\$ 995,303	\$ 181,798	\$ 23,697	\$ 1,200,798	\$ 453,317 (b)	\$ 1,654,115
Capital Expenditures	\$ 19,111	\$ 4,504	\$ 270	\$ 23,885	\$ -	\$ 23,885

(a) Consists of corporate general and administrative expenses.

(b) Consists principally of cash and cash equivalents, net deferred tax asset, land held for sale and other investments available for general corporate purposes

Revenues from the Project CityCenter project and other projects in Las Vegas, Nevada for MGM MIRAGE in the building segment totaled approximately \$1,495 million (or 32% of total revenues) in 2007

Information concerning principal geographic areas is as follows (in thousands):

	Income from Construction Operations	
	Revenues	Operations
United States	\$ 4,494,976	\$ 114,986
Foreign and U S Territories	133,382	48,851
Corporate	-	(22,856)
Total	<u>\$ 4,628,358</u>	<u>\$ 140,981</u>

Income from construction operations has been allocated geographically based on the location of the job site. Long-lived assets outside the United States are immaterial and therefore not presented.

[10] Related Party Transactions

The Company has an agreement with Tutor-Saliba Corporation ("Tutor-Saliba"), a California corporation engaged in the construction industry, and Ronald N Tutor, to provide certain management services, as defined. Mr Tutor, the Chairman and CEO of Perini Corporation, is also the CEO and primary beneficial owner of Tutor-Saliba. Tutor-Saliba participates in joint ventures with the Company, the Company's share of which contributed \$70.6 million (or 1.5%) to the Company's consolidated revenues in 2007. In addition, in January 2008, Tutor-Saliba acquired a plumbing contractor which has subcontracts with the Company totaling approximately \$63.7 million. Compensation for the management services consisted of payment of \$979,000 to Tutor-Saliba for the year ended December 31, 2007; stock options and restricted stock awards granted to Mr. Tutor; and incentive compensation awarded to Mr. Tutor of \$977,000 in 2007. Stock options for 1,225,000 shares of common stock were granted to Mr. Tutor between January 1997 and March 2000. All of the stock options were granted at or above the fair market value price per share on the respective dates of grant. All of the stock options were exercised in 2004.

In April 2006, Mr. Tutor was granted 450,000 restricted stock units under the Perini Corporation 2004 Stock Option and Incentive Plan, subject to vesting, as described in Note 8. Upon the satisfaction of the service and/or performance-based vesting requirements, the Company issued to Mr. Tutor 150,000 shares of common stock on June 30, 2006 and issued 150,000 additional shares of common stock to Mr. Tutor on June 30, 2007. The remaining 150,000 restricted stock units are scheduled to vest on June 30, 2008, subject to the satisfaction of certain service and performance-based vesting requirements. The grant date fair value of the restricted stock awards is \$14.2 million which is being recorded as expense over the vesting period. Accordingly, expense related to these restricted stock awards of \$9.1 million was recorded in 2007.

The investors that provided \$40 million of new equity in the Company on March 29, 2000 consist of Tutor-Saliba (see above), O&G Industries, Inc. ("O&G"), a participant in certain construction joint ventures with the Company, and National Union Fire Insurance Company of Pittsburgh, Pa., a wholly owned subsidiary of American International Group, Inc. ("AIG"), one of the Company's sureties and a provider of insurance and insurance related services to the Company. These investors participated in a secondary public stock offering which was completed in December 2005. In addition, in 2005 Tutor-Saliba exercised its call right under an existing shareholders' agreement to purchase all 2,352,941 shares owned by AIG at a predetermined rate, as defined. The cumulative holdings of each of the investors as of December 31, 2007 were as follows:

	Number of Common Shares	
	Tutor-Saliba	O&G
Balance at December 31, 2006	3,035,229	1,652,941
Sold	(3,035,229)	(1,052,941)
Balance at December 31, 2007	-	600,000
Percentage of total common shares outstanding	0.00%	2.22%

O&G participates in joint ventures with the Company, the Company's share of which contributed \$3.1 million (or less than 1%) to the Company's consolidated revenues in 2007.

[11] Land Held for Sale

As of December 31, 2007, land held for sale consists of approximately 20 fully developed acres in Raynham, Massachusetts. Management's plan is to continue to market the remaining land for sale in this development as a bulk sale or as individual parcels over an estimated 24 to 36 month "sell off" period. During the year ended December 31, 2007, 10 acres were sold resulting in a net gain of \$0.6 million. (See Note 5.)

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING BALANCE SHEET - DECEMBER 31, 2007
(In thousands)

	Perini Corp	Perini Bldg Co Inc	Perini Management Services, Inc	James A Cummings, Inc	Rudolph & Sietten, Inc	Cherry Hill Construction, Inc	Mt. Wayne Realty LLC	Other Subs	Perini Land & Devel Co & Sub.	Proportional Share of Joint Ventures	Eliminations	Consolidated
CURRENT ASSETS												
Cash, including cash equivalents of \$459,188	\$ 355,022	\$ 14,175	\$ (115)	\$ 17,496	\$ 38,514	\$ 960	\$ 260	\$ -	\$ 513	\$ 32,363	\$ -	\$ 459,188
Short-term investments	8,000	-	-	-	-	355	-	-	-	-	-	8,355
Accounts receivable, including retainage of \$420,244	18,434	489,843	20,635	60,520	278,158	17,867	-	9	-	110,175	(23,727)	971,714
Costs and estimated earnings in excess of billings	20,239	6,382	125	766	7,402	5,359	-	-	-	34,124	-	74,397
Construction joint ventures	64,791	10,751	-	1,349	-	744	-	-	-	-	(77,635)	-
Deferred tax asset	7,988	-	-	-	-	-	-	-	-	-	-	7,988
Other current assets	1,303	504	178	92	771	770	-	-	-	822	-	4,440
Total current assets	\$ 475,777	\$ 521,655	\$ 20,823	\$ 80,223	\$ 324,845	\$ 25,855	\$ 260	\$ 9	\$ 513	\$ 177,484	\$ (101,362)	\$ 1,526,082
PROPERTY AND EQUIPMENT, at cost												
Land	\$ 2,264	\$ 7,220	\$ -	\$ -	\$ 4,457	\$ 2,942	\$ 488	\$ -	\$ -	\$ -	\$ -	\$ 17,371
Buildings and improvements	2,745	2,983	-	401	11,737	4,645	12,910	-	-	-	-	35,421
Construction equipment	11,706	19,328	-	347	9,424	23,002	-	111	-	-	-	63,918
Other equipment	6,385	4,491	330	788	5,163	215	-	-	-	-	-	17,372
Total property and equipment, at cost	\$ 23,100	\$ 34,022	\$ 330	\$ 1,536	\$ 30,781	\$ 30,804	\$ 13,398	\$ 111	\$ -	\$ -	\$ -	\$ 134,082
Less - Accumulated depreciation	12,310	7,313	296	973	6,096	4,092	7,454	111	-	-	-	38,645
Total property and equipment, net	\$ 10,790	\$ 26,709	\$ 34	\$ 563	\$ 24,685	\$ 26,712	\$ 5,944	\$ -	\$ -	\$ -	\$ -	\$ 95,437
INTERCOMPANY NOTES AND ADVANCES	\$ -	\$ 333,925	\$ 134,798	\$ 19,546	\$ 76,551	\$ (4,793)	\$ (193)	\$ 842	\$ -	\$ -	\$ (560,676)	\$ -
OTHER ASSETS												
Investment in subsidiaries	\$ 433,746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4	\$ -	\$ -	\$ (433,750)	\$ -
Goodwill	26,268	-	-	-	-	-	-	-	-	-	-	26,268
Other assets	5,465	-	-	-	383	-	74	-	406	-	-	6,328
Total other assets	\$ 465,479	\$ -	\$ -	\$ -	\$ 383	\$ -	\$ 74	\$ 4	\$ 406	\$ -	\$ (433,750)	\$ 32,596
TOTAL ASSETS	\$ 952,046	\$ 882,289	\$ 155,655	\$ 100,332	\$ 426,464	\$ 47,774	\$ 6,085	\$ 855	\$ 919	\$ 177,484	\$ (1,095,788)	\$ 1,654,115

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING BALANCE SHEET - DECEMBER 31, 2007
(in thousands, except share data)

	Perini Corp	Perini Bldg Co Inc	Perini Management Services, Inc	James A. Cummings, Inc	Rudolph & Sletten, Inc	Cherry Hill Construction Inc	Mt. Wayte Realty LLC	Other Subs	Perini Land & Devel Co & Sub	Proportional Share of Joint Ventures	Eliminations	Consolidated
CURRENT LIABILITIES												
Current maturities of long-term debt	\$ 1,892	\$ 3,284	\$ -	\$ -	\$ -	\$ 1,928	\$ 270	\$ -	\$ -	\$ -	\$ -	\$ 7,374
Accounts payable including retainage of \$308,631	6,231	519,119	5,941	63,962	299,225	7,982	-	-	3	60,857	(23,727)	939,593
Billings in excess of costs and estimated earnings	2,249	64,782	46,444	9,842	22,415	10,184	-	-	-	27,326	-	183,242
Accrued expenses	19,347	38,135	1,702	2,735	27,643	1,037	78	9	-	11,666	-	102,332
Total current liabilities	\$ 29,719	\$ 625,320	\$ 54,087	\$ 76,539	\$ 349,283	\$ 21,131	\$ 348	\$ 9	\$ 3	\$ 99,849	\$ (23,727)	\$ 1,232,561
LONG-TERM DEBT, less current maturities included above	\$ 389	\$ 4,678	\$ -	\$ -	\$ -	\$ 2,437	\$ 5,854	\$ -	\$ -	\$ -	\$ -	\$ 13,358
OTHER LONG-TERM LIABILITIES	\$ 11,325	\$ 26,966	\$ -	\$ -	\$ 1,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,862
INTERCOMPANY NOTES AND ADVANCES PAYABLE	\$ 542,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,397	\$ -	\$ (560,676)	\$ -
STOCKHOLDERS' EQUITY												
Preferred stock \$1 par value												
Authorized- 1,000,000 shares												
Designated- 100,000 shares												
Issued and outstanding- none	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Common Stock \$1 par value												
Authorized - 40,000,000 shares												
Issued and outstanding - 26,986,746 shares	26,987	95	1	4	11	6	-	62	400	-	(579)	26,987
Additional paid-in capital	160,664	46	-	134	6,303	-	-	2,899	132,501	-	(141,883)	160,664
Retained earnings (deficit)	(27,277)	225,184	101,567	23,655	69,296	24,200	(117)	(2,115)	(150,382)	77,635	(143,446)	198,200
Equity in retained earnings of subsidiaries since date of acquisition	225,477	-	-	-	-	-	-	-	-	-	(225,477)	-
Accumulated other comprehensive loss	(17,517)	-	-	-	-	-	-	-	-	-	-	(17,517)
Total stockholders' equity	\$ 368,334	\$ 225,325	\$ 101,568	\$ 23,793	\$ 75,510	\$ 24,206	\$ (117)	\$ 846	\$ (17,481)	\$ 77,635	\$ (511,385)	\$ 368,334
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 952,046	\$ 882,289	\$ 155,655	\$ 100,332	\$ 426,464	\$ 47,774	\$ 6,085	\$ 855	\$ 919	\$ 177,484	\$ (1,095,788)	\$ 1,654,115

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2007
(In thousands, except share data)

	Perini Corp	Perini Bldg. Co Inc	Perini Management Services, Inc	James A Cummings, Inc	Rudolph & Sletten, Inc.	Cherry Hill Construction, Inc	ML Weyte Realty LLC	Other Subs	Perini Land & Devel Co & Sub	Proportional Share of Joint Ventures	Eliminations	Consolidated
Revenues	\$ 136,247	\$ 2,797,106	\$ 143,354	\$ 279,122	\$ 1,247,842	\$ 103,627	\$ -	\$ -	\$ -	\$ -	\$ (78,940)	\$ 4,628,358
Cost of operations	141,808	2,689,355	86,035	259,848	1,186,675	94,683	-	-	-	-	(78,940)	4,379,464
Gross Profit	\$ (5,561)	\$ 107,751	\$ 57,319	\$ 19,274	\$ 61,167	\$ 8,944	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 248,894
General and administrative expenses	33,044	25,317	8,173	7,981	26,281	7,947	(810)	-	-	-	-	107,913
INCOME (LOSS) FROM CONSTRUCTION OPERATIONS	\$ (38,605)	\$ 82,434	\$ 49,146	\$ 11,313	\$ 34,886	\$ 997	\$ 810	\$ -	\$ -	\$ -	\$ -	\$ 140,981
Other income (expense) net	11,617	304	2	429	558	1,964	(79)	-	566	-	-	15,361
Interest expense	(431)	(592)	-	-	(1)	(363)	(560)	-	-	-	-	(1,947)
Income (loss) before income taxes	\$ (27,419)	\$ 82,146	\$ 49,148	\$ 11,742	\$ 35,443	\$ 2,598	\$ 171	\$ -	\$ 566	\$ -	\$ -	\$ 154,395
(Provision) credit for income taxes	8,952	(29,632)	(18,495)	(4,285)	(12,819)	(1,002)	-	-	-	-	-	(57,281)
NET INCOME (LOSS)	\$ (18,467)	\$ 52,514	\$ 30,653	\$ 7,457	\$ 22,624	\$ 1,596	\$ 171	\$ -	\$ 566	\$ -	\$ -	\$ 97,114
EARNINGS PER COMMON SHARE												
BASIC												\$3.52
DILUTED												\$3.54

NOTE: Proportional share of joint venture net income (loss) is included in the respective amounts shown for Perini Corporation, Perini Building Company, Inc., James A. Cummings, Inc. and Cherry Hill Construction, Inc.

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2007
(In thousands)

	Perini Corp	Perini Bldg Co Inc	Perini Management Services, Inc	James A. Cummings, Inc	Rudolph & Sletten, Inc	Cherry Hill Construction, Inc	Mt Wayte Realty LLC	Other Subs	Perini Land & Devel Co & Sub	Proportional Share of Joint Ventures	Eliminations	Consolidated
Balance - December 31, 2006	\$ (8,810)	\$ 172,670	\$ 70,914	\$ 16,198	\$ 46,672	\$ 22,604	\$ (288)	\$ (2,115)	\$ (150,947)	\$ -	\$ (65,812)	\$ 101,086
Net Income (Loss)	(18,467)	52,514	30,653	7,457	22,624	1,596	171	-	566	-	-	97,114
Balance - December 31, 2007	\$ (27,277)	\$ 225,184	\$ 101,567	\$ 23,655	\$ 69,296	\$ 24,200	\$ (117)	\$ (2,115)	\$ (150,381)	\$ -	\$ (65,812)	\$ 198,200

NOTE: Proportional share of joint venture net income (loss) is included in the respective amounts shown for Perini Corporation, Perini Building Company, Inc., James A. Cummings, Inc., and Cherry Hill Construction, Inc. and Cherry Hill Construction, Inc.

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2007
(In thousands)

	Perini Corp	Perini Bldg Co Inc	Perini Management Services, Inc	James A Cummings, Inc	Rudolph & Sletten, Inc	Cherry Hill Construction, Inc	Mt Wayne Realty LLC	Other Subs	Perini Land & Devel Co & Sub	Proportional Share of Joint Ventures	Eliminations	Consolidated
Cash Flows from Operating Activities												
Net income (loss)	\$ (18,467)	\$ 52,514	\$ 30,653	\$ 7,457	\$ 22,624	\$ 1,596	\$ 171	\$ -	\$ 566	\$ -	\$ -	\$ 97,114
Adjustments to reconcile net income to net cash provided from operating activities -												
Depreciation	1,612	2,103	31	177	3,458	1,547	297	-	-	-	-	9,225
Amortization of deferred expenses and intangible assets	1,691	-	-	-	-	-	27	-	-	-	-	1,718
Restricted stock compensation expense	14,427	-	-	-	-	-	-	-	-	-	-	14,427
Excess income tax benefit from stock-based compensation	(5,712)	-	-	-	-	-	-	-	-	-	-	(5,712)
Deferred income taxes	(10,668)	-	-	-	-	-	-	-	-	-	-	(10,668)
Gain on land held for sale - net	-	-	-	-	-	-	-	-	(566)	-	-	(566)
(Gain) loss on sale of property and equipment	(417)	(18)	-	5	175	(1,705)	-	-	-	-	-	(1,960)
Increase in other long-term liabilities	(108)	14,229	-	-	47	-	-	-	-	-	-	14,168
Other non-cash items, net	-	-	-	-	-	(10)	-	-	-	-	-	(10)
Distributions greater (less) than earnings of joint ventures	4,280	(8,337)	-	1,861	-	(330)	-	-	-	-	2,546	-
Cash provided from (used by) changes in other components of working capital	34,709	90,513	(12,239)	11,073	18,960	4,139	(21)	-	1	(3,584)	20,243	163,794
NET CASH PROVIDED FROM (USED BY) OPERATING ACTIVITIES	\$ 21,327	\$ 151,004	\$ 18,445	\$ 20,573	\$ 45,284	\$ 5,237	\$ 474	\$ -	\$ 1	\$ (3,584)	\$ 22,789	\$ 281,530
Cash Flows from Investing Activities												
Acquisition of property and equipment	\$ (3,950)	\$ (7,444)	\$ (12)	\$ (359)	\$ (11,102)	\$ (841)	\$ (177)	\$ -	\$ -	\$ -	\$ -	\$ (23,885)
Proceeds from sale of property and equipment	619	38	-	2	107	4,228	-	-	-	-	-	4,994
Proceeds from land held for sale - net	-	-	-	-	-	-	-	-	1,133	-	-	1,133
Investment in available-for-sale securities	(8,000)	-	-	-	-	-	-	-	-	-	-	(8,000)
Proceeds from sale of available-for-sale securities	-	-	-	-	-	116	-	-	-	-	-	116
Investments in other activities	(69)	-	-	-	96	-	-	-	-	-	-	27
Capital contributions (to) from joint ventures	20,558	2,211	-	20	-	-	-	-	-	-	(22,789)	-
NET CASH PROVIDED FROM (USED BY) INVESTING ACTIVITIES	\$ 9,158	\$ (5,195)	\$ (12)	\$ (337)	\$ (10,899)	\$ 3,503	\$ (177)	\$ -	\$ 1,133	\$ -	\$ (22,789)	\$ (25,615)
Cash Flows from Financing Activities												
Proceeds from long-term debt	\$ 2,927	\$ 3,044	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,971
Reduction of long-term debt	(26,814)	(3,175)	-	-	-	(3,945)	(247)	-	-	-	-	(33,981)
Proceeds from exercise of common stock options and stock purchase warrants	901	-	-	-	-	-	-	-	-	-	-	901
Excess income tax benefit from stock-based compensation	5,712	-	-	-	-	-	-	-	-	-	-	5,712
Issuance of common stock - net	146	-	-	-	-	-	-	-	-	-	-	146
Deferred debt costs	(980)	-	-	-	-	-	-	-	-	-	-	(980)
Increase (decrease) in intercompany advances	167,947	(123,710)	(18,597)	(13,537)	(6,228)	(4,668)	(104)	-	(1,103)	-	-	-
NET CASH PROVIDED FROM (USED BY) FINANCING ACTIVITIES	\$ 150,039	\$ (123,841)	\$ (18,597)	\$ (13,537)	\$ (6,228)	\$ (8,813)	\$ (351)	\$ -	\$ (1,103)	\$ -	\$ -	\$ (22,231)
Net Increase (Decrease) in Cash and Equivalents	180,524	21,968	(164)	6,699	28,137	127	(54)	\$ -	31	\$ (3,584)	\$ -	\$ 233,684
Cash and Cash Equivalents at Beginning of Year	174,498	(7,783)	49	10,797	10,377	833	314	-	482	35,947	-	225,504
Cash and Cash Equivalents at End of Year	\$ 355,022	\$ 14,175	\$ (115)	\$ 17,496	\$ 38,514	\$ 960	\$ 280	\$ -	\$ 513	\$ 32,363	\$ -	\$ 459,188
Supplemental Disclosure of Cash Paid During the Year For												
Interest	\$ 476	\$ 470	\$ -	\$ -	\$ 1	\$ 363	\$ 562	\$ -	\$ -	\$ -	\$ -	\$ 1,872
Income tax payments	\$ 59,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,450
Supplemental Disclosure of Non-cash transaction												
Common stock issued for services	\$ 5,966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,966

***Perini Corporation and
Subsidiaries***

***Consolidated Financial Statements for the Year
Ended December 31, 2006 and Additional Information
for the Year Ended December 31, 2006 and
Independent Auditors' Report***

PERINI CORPORATION AND SUBSIDIARIES

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Perini Corporation
Framingham, Massachusetts

We have audited the accompanying consolidated balance sheet of Perini Corporation and subsidiaries (collectively, the "Company") as of December 31, 2006, and related consolidated statements of income, stockholders' equity, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards as established by the Auditing Standards Board (United States) and in accordance with the auditing standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Perini Corporation and subsidiaries as of December 31, 2006, and the results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1, Note 6 and Note 8 to the consolidated financial statements, in 2006 the Company adopted Statement of Financial Accounting Standards No. 123(R), *Share-Based Payment*, applying the modified prospective method and adopted Statement of Financial Accounting Standards No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans - an amendment of FASB Statement No. 87, 88, 106, and 132(R)*.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The additional information listed in the Table of Contents is presented for the purpose of additional analysis and is not a required part of the basic financial statements. This additional information is the responsibility of the Company's management. Such information has been subjected to the auditing procedures applied in our audit of the basic financial statements and, in our opinion, is fairly stated in all material respects when considered in relation to the basic financial statements taken as a whole.

Deloitte & Touche LLP

March 7, 2007

(March 23, 2007 as to the supplemental consolidating schedules)

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2006

<u>ASSETS</u>		<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>	
CURRENT ASSETS			
Cash, including cash equivalents of \$203,920,000 (Note 1)	\$ 225,504,000	Current maturities of long-term debt (Note 3)	\$ 14,607,000
Accounts receivable, including retainage of \$235,006,000	747,626,000	Accounts payable, including retainage of \$165,048,000	641,604,000
Unbilled work (Note 1)	96,341,000	Deferred contract revenue (Note 1)	155,392,000
Other current assets	<u>8,782,000</u>	Accrued expenses	<u>72,698,000</u>
Total current assets	<u>\$ 1,078,253,000</u>	Total current liabilities	<u>\$ 884,301,000</u>
PROPERTY AND EQUIPMENT, at cost (Note 1)			
Land	\$ 13,737,000	LONG-TERM DEBT, less current maturities included above (Note 3)	<u>\$ 34,135,000</u>
Buildings and improvements	28,997,000	OTHER LONG-TERM LIABILITIES (Notes 5, 6 and 7)	<u>\$ 33,697,000</u>
Construction equipment	57,587,000	CONTINGENCIES AND COMMITMENTS (Note 2)	
Other equipment	<u>15,706,000</u>	STOCKHOLDERS' EQUITY (Notes 1, 6, 7, and 8)	
	\$ 116,027,000	Preferred stock, \$1 par value	
Less - Accumulated depreciation	<u>32,216,000</u>	Authorized—1,000,000 shares	
Total property and equipment, net	<u>\$ 83,811,000</u>	Designated—100,000 shares	
		Issued and outstanding—none	\$ -
OTHER ASSETS			
Goodwill (Note 1)	\$ 26,268,000	Series A junior participating preferred stock, \$1 par value	
Other assets (Note 5)	<u>7,660,000</u>	Designated—200,000 shares	
Total other assets	<u>\$ 33,928,000</u>	Issued—none	
		Stock purchase warrants	461,000
		Common stock, \$1 par value -	
		Authorized—40,000,000 shares	
		Issued and outstanding—26,554,087 shares	26,554,000
		Additional paid-in capital	139,450,000
		Retained earnings	<u>101,086,000</u>
			\$ 267,551,000
		Accumulated other comprehensive loss	<u>(23,692,000)</u>
		Total stockholders' equity	<u>\$ 243,859,000</u>
	<u>\$ 1,195,992,000</u>		<u>\$ 1,195,992,000</u>

The accompanying notes are an integral part of these consolidated financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2006

Revenues (Note 9)	\$ 3,042,839,000
Cost of Operations	<u>2,873,444,000</u>
Gross Profit	\$ 169,395,000
General and Administrative Expenses	<u>98,516,000</u>
INCOME FROM CONSTRUCTION OPERATIONS (Note 9)	\$ 70,879,000
Other Income, Net (Note 5)	2,581,000
Interest Expense (Note 3)	<u>(3,771,000)</u>
Income Before Income Taxes	\$ 69,689,000
Provision for Income Taxes (Notes 1 and 4)	<u>(28,153,000)</u>
NET INCOME	<u>\$ 41,538,000</u>
Less Accrued Dividends on \$21.25 Preferred Stock (Note 7)	(166,000)
Excess of fair value over carrying value upon redemption of \$21.25 Preferred Stock (Note 7)	<u>(253,000)</u>
NET INCOME AVAILABLE FOR COMMON STOCKHOLDERS	<u>\$ 41,117,000</u>
BASIC EARNINGS PER COMMON SHARE (Note 1)	<u>\$ 1.56</u>
DILUTED EARNINGS PER COMMON SHARE (Note 1)	<u>\$ 1.54</u>
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING (Note 1):	
BASIC	26,308,000
Effect of Dilutive Stock Options, Warrants and Restricted Stock Units Outstanding	<u>450,000</u>
DILUTED	<u>26,758,000</u>

The accompanying notes are an integral part of these consolidated financial statements.

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2006

	<u>\$21 25 Preferred Stock</u>	<u>Stock Purchase Warrants</u>	<u>Common Stock</u>	<u>Additional Paid-in Capital</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Loss</u>	<u>Total</u>
Balance - December 31, 2005	\$ 19,000	\$ 461,000	\$ 26,038,000	\$ 116,223,000	\$ 67,885,000	\$ (27,451,000)	\$ 183,175,000
Net Income	-	-	-	-	41,536,000	-	41,536,000
Other comprehensive income							
Defined benefit pension plans (Note 6)	-	-	-	-	-	3,759,000	3,759,000
Total comprehensive income							<u>45,295,000</u>
Preferred Stock dividends accrued and paid (\$8 98 per share*)	-	-	-	-	(166,000)	-	(166,000)
Common Stock options exercised	-	-	229,000	847,000	-	-	1,076,000
Income tax benefit attributable to stock-based compensation	-	-	-	2,423,000	-	-	2,423,000
Restricted stock compensation expense (Note 8)	-	-	-	17,105,000	-	-	17,105,000
Redemption of Preferred Stock (Note 7)	(19,000)	-	-	3,543,000	(8,169,000)	-	(4,645,000)
Issuance of Common Stock, net	-	-	287,000	(691,000)	-	-	(404,000)
Balance - December 31, 2006	<u>\$ -</u>	<u>\$ 461,000</u>	<u>\$ 26,554,000</u>	<u>\$ 139,450,000</u>	<u>\$ 101,086,000</u>	<u>\$ (23,692,000)</u>	<u>\$ 243,859,000</u>

* Equivalent to \$0 898 per Depositary Share

The accompanying notes are an integral part of these financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2006

Cash Flows from Operating Activities	
Net income	\$ 41,536,000
Adjustments to reconcile net income to net cash provided from operating activities	
Depreciation	7,549,000
Amortization of deferred expenses and intangible assets	2,378,000
Restricted stock compensation expense	17,105,000
Deferred income taxes	15,273,000
Loss on land held for sale, net	394,000
Gain on sale of property and equipment	(552,000)
Increase in other long-term liabilities	1,084,000
Cash provided from (used by) changes in other components of working capital.	
Increase in accounts receivable	(211,254,000)
Decrease in unbilled work	738,000
Decrease in other current assets	10,024,000
Increase in accounts payable	174,525,000
Increase in deferred contract revenue	72,219,000
Decrease in accrued expenses	(14,113,000)
NET CASH PROVIDED FROM OPERATING ACTIVITIES	<u>\$ 116,906,000</u>
Cash Flows from Investing Activities	
Acquisition of property and equipment	\$ (21,526,000)
Proceeds from sale of property and equipment	3,531,000
Carrying cost of land held for sale, net	(302,000)
Proceeds from sale of available-for-sale securities	647,000
Investment in other activities	(345,000)
NET CASH USED BY INVESTING ACTIVITIES	<u>\$ (17,995,000)</u>
Cash Flows from Financing Activities:	
Proceeds from long-term debt	\$ 11,486,000
Reduction of long-term debt	(18,994,000)
Redemption of \$21 25 Preferred Stock, including payment of accrued dividends	(8,842,000)
Proceeds from exercise of common stock options	1,076,000
Income tax benefit from stock-based compensation	2,423,000
Issuance of common stock, net	(404,000)
NET CASH USED BY FINANCING ACTIVITIES	<u>\$ (13,255,000)</u>
Net Increase in Cash and Cash Equivalents	\$ 85,656,000
Cash and Cash Equivalents at Beginning of Year	139,848,000
Cash and Cash Equivalents at End of Year (Note 1(j))	<u><u>\$ 225,504,000</u></u>
Supplemental Disclosure of Cash Paid During the Year For:	
Interest	<u>\$ 3,923,000</u>
Income taxes	<u>\$ 3,440,000</u>
Supplemental Disclosure of Non-cash Transactions:	
Common stock issued for services	<u>\$ 7,396,000</u>

The accompanying notes are in integral part of these consolidated financial statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Year Ended December 31, 2006

[1] Summary of Significant Accounting Policies

(a) Nature of Business

Perini Corporation was incorporated in 1918 as a successor to businesses which had been engaged in providing construction services since 1894. Perini Corporation and its wholly owned subsidiaries (the "Company") provide diversified general contracting, construction management and design-build services to private clients and public agencies throughout the world. The Company's construction business is conducted through three basic segments or operations: building, civil and management services. The Company offers general contracting, pre-construction planning and comprehensive project management services, including the planning and scheduling of the manpower, equipment, materials and subcontractors required for the timely completion of a project in accordance with the terms and specifications contained in a construction contract. The Company also offers self-performed construction services, including site work, concrete forming and placement and steel erection. The Company provides these services by using traditional general contracting arrangements, such as fixed price, guaranteed maximum price and cost plus fee contracts and, to a lesser extent, construction management or design-build contracting arrangements.

In an effort to limit its financial and/or operational risk on certain large or complex projects, the Company participates in construction joint ventures, often as the sponsor or manager of the project, for the purpose of bidding and, if awarded, providing the agreed upon construction services. Each participant usually agrees in advance to provide a predetermined percentage of capital, as required, and to share in the same percentage of profit or loss of the project.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of Perini Corporation and its wholly owned subsidiaries. The Company's interests in construction joint ventures are accounted for using the proportionate consolidation method whereby the Company's proportionate share of each joint venture's assets, liabilities, revenues and cost of operations are included in the appropriate classifications in the consolidated financial statements. All significant intercompany transactions and balances have been eliminated in consolidation.

(c) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's construction business involves making significant estimates and assumptions in the normal course of business relating to its contracts and joint venture contracts due to, among other things, the one-of-a-kind nature of most of its projects, the long-term duration of its contract cycle and the type of contract utilized. The most significant estimates with regard to these financial statements relate to the estimating of total forecasted construction contract revenues, costs and profits in accordance with accounting for long-term contracts (see Note 1(d)) and estimating potential liabilities in conjunction with certain contingencies, including the outcome of pending or future litigation, arbitration or other dispute resolution proceedings relating to contract claims (See Note 2). Actual results could differ in the near term from these estimates and such differences could be material.

(d) Method of Accounting for Contracts

Revenues and profits from the Company's contracts and construction joint venture contracts are generally recognized by applying percentages of completion for the period to the total estimated profits for the respective contracts. Percentage of completion is determined by relating the actual cost of the work performed to date to the current estimated total cost of the respective contracts. However, on construction management contracts, profit is generally recognized in accordance with the contract terms, usually on the as-billed method, which is generally consistent with the level of effort incurred over the contract period. When the estimate on a contract indicates a loss, the entire loss is recorded during the accounting period in which it is estimated. In the ordinary course of business, at a minimum on a quarterly basis, the Company prepares updated estimates of the total forecasted revenue, cost and profit or loss for each contract. The cumulative effect of revisions in estimates of the total forecasted revenue and costs, including unapproved change orders and claims, during the course of the work is reflected in the accounting period in which the facts that caused the revision become known. The financial impact of these revisions to any one contract is a function of both the amount of the revision and the percentage of completion of the contract. An amount equal to the costs incurred that are

[1] Summary of Significant Accounting Policies (continued)

(d) Method of Accounting for Contracts (continued)

attributable to unapproved change orders and claims is included in the total estimated revenue when realization is probable. Profit from unapproved change orders and claims is recorded in the period such amounts are resolved.

In accordance with normal practice in the construction industry, the Company includes in current assets and current liabilities amounts related to construction contracts realizable and payable over a period in excess of one year. Deferred contract revenue represents the excess of billings to date over the amount of contract costs and profits (or contract revenue) recognized to date on the percentage of completion accounting method on certain contracts. Unbilled work represents the excess of contract costs and profits (or contract revenue) recognized to date on the percentage of completion accounting method over billings to date on the remaining contracts. Unbilled work results when (1) the appropriate contract revenue amount has been recognized in accordance with the percentage of completion accounting method, but a portion of the revenue recorded cannot be billed currently due to the billing terms defined in the contract and/or (2) costs, recorded at estimated realizable value, related to unapproved change orders or claims are incurred. Unbilled work related to the Company's contracts and joint venture contracts at December 31, 2006 consisted of the following (in thousands):

Unbilled costs and profits incurred to date*	\$ 33,011
Unapproved change orders	8,369
Claims	54,961
	<u>\$ 96,341</u>

* Represents the excess of contract costs and profits recognized to date on the percentage of completion accounting method over billings to date on certain contracts

Of the balance of "Unapproved change orders" and "Claims" included above in unbilled work at December 31, 2006, approximately \$36.9 million is the amount subject to pending litigation or dispute resolution proceedings as described in Note 2, "Contingencies and Commitments". This amount is management's estimate of the probable recovery from the disputed claims considering such factors as evaluation of entitlement, settlements reached to date and experience with the customer. In the event that future facts and circumstances, including the resolution of disputed claims, cause a reduction in the aggregate amount of the estimated probable recovery from the disputed claims, the amount of such reduction will be recorded against future earnings in the relevant period.

The prerequisite for billing "Unbilled costs and profits incurred to date" is provided in the defined billing terms of each of the applicable contracts. The prerequisite for billing "Unapproved change orders" or "Claims" is the final resolution and agreement between the parties. The amount of unbilled work at December 31, 2006 estimated by management to be collected beyond one year is approximately \$48.2 million.

(e) Property and Equipment

Land, buildings and improvements, construction and computer-related equipment and other equipment are recorded at cost. Depreciation is calculated primarily using the straight-line method for all classifications of depreciable property. Construction equipment is depreciated over estimated useful lives ranging from five to twenty years with estimated salvage values ranging from ten to forty percent of the acquisition cost.

The remaining depreciable property is depreciated over estimated useful lives ranging from three to forty years with no provision for estimated salvage values.

[1] Summary of Significant Accounting Policies (continued)

(f) Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is evaluated by comparing the carrying value of the assets to the undiscounted associated cash flows. When this comparison indicates that the carrying value of the asset is greater than the undiscounted cash flows, a loss is recognized for the difference between the carrying value and estimated fair value. Fair value is determined based either on market quotes or appropriate valuation techniques.

(g) Goodwill

Goodwill included in the accompanying Consolidated Balance Sheet represents the excess of the costs of subsidiaries acquired over the fair value of their net assets as of the dates of acquisition as summarized in the following table (in thousands)

Perini Building Company, Inc	\$ 1,017
James A. Cummings, Inc	11,661
Rudolph and Sletten, Inc.	13,590
Total	<u>\$ 26,268</u>

In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets", the Company annually assesses the potential amount of goodwill impairment by applying a fair value test as of December 31. Based on the impairment tests completed for 2006, the Company concluded that goodwill was not impaired.

(h) Income Taxes

The Company accounts for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes" (See Note 4). Deferred income tax assets and liabilities are recognized for the effects of temporary differences between the financial statement carrying amounts and the income tax basis of assets and liabilities using tax rates expected to be in effect when such differences reverse. In addition, future tax benefits, such as non-deductible accrued expenses, are recognized to the extent such benefits are more likely than not to be realized as an economic benefit in the form of a reduction of income taxes in future years.

(i) Earnings Per Common Share

Earnings per common share amounts were calculated in accordance with SFAS No. 128, "Earnings per Share". Basic earnings per common share was computed by dividing net income less the sum of (i) dividends accrued on the \$21.25 Preferred Stock and (ii) the excess of the fair value of the consideration given over the carrying value upon redemption of the \$21.25 Preferred Stock (see Note 7) by the weighted average number of common shares outstanding. Diluted earnings per common share was similarly computed after giving consideration to the dilutive effect of stock options, warrants and restricted stock units outstanding on the weighted average number of common shares outstanding.

There were no antidilutive stock options or stock purchase warrants at December 31, 2006.

(j) Cash and Cash Equivalents

Cash equivalents include short-term, highly liquid investments with original maturities of three months or less.

Cash and cash equivalents as reported in the accompanying Consolidated Balance Sheet consists of amounts held by the Company that are available for general corporate purposes and the Company's proportionate share of amounts held by construction joint ventures that are available only for joint venture-

[1] Summary of Significant Accounting Policies (continued)

(j) Cash and Cash Equivalents (continued)

related uses Cash held by construction joint ventures is distributed from time to time to the Company and to the other joint venture participants in accordance with their percentage interest after the joint venture partners determine that a cash distribution is prudent Cash distributions received by the Company from its construction joint ventures are then available for general corporate purposes. At December 31, 2006, cash and cash equivalents consisted of the following (in thousands).

Corporate cash and cash equivalents (available for general corporate purposes)	\$ 189,558
Company's share of joint venture cash and cash equivalents (available only for joint venture purposes, including future distributions)	35,946
	<u>\$ 225,504</u>

(k) Stock-Based Compensation

Effective January 1, 2006, the Company adopted the provisions of Statement of Financial Accounting Standards No. 123(R), "Share-Based Payment" ("SFAS No. 123(R)") using the modified prospective application method In November 2005, the Financial Accounting Standards Board issued its Staff Position No. 123(R)-3, "Transition Election Related to Accounting for Tax Effects of Share-Based Payment Awards" ("FSP 123(R)-3"). The Company has elected to adopt the alternative transition method provided in FSP 123(R)-3 for calculating the tax effects of stock-based compensation pursuant to SFAS No. 123(R) The alternative transition method includes a simplified method to establish the beginning balance of the additional paid-in capital pool ("APIC Pool") related to the tax effects of employee stock-based compensation, and to determine the subsequent impact on the APIC Pool and the Consolidated Statement of Cash Flows of the tax effects of employee stock-based compensation awards that are outstanding upon adoption of SFAS No. 123(R) (See Note 8.)

From January 1, 2004 through December 31, 2005, the Company accounted for stock-based compensation in accordance with SFAS No. 123, "Accounting for Stock-Based Compensation". Therefore, the adoption of the provisions of SFAS No. 123(R) did not have a significant impact on the Company's financial position or results of operations

(l) Fair Value of Financial Instruments

The carrying amount of cash and cash equivalents approximates fair value due to the short-term nature of these items The carrying value of receivables, payables and other amounts arising out of normal contract activities, including retentions, which may be settled beyond one year, is estimated to approximate fair value. See Note 3 for disclosure of the fair value of long-term debt

(m) New Accounting Pronouncements

In September 2006, the Financial Accounting Standards Board ("FASB") issued SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Post-retirement Plans", which requires an employer to recognize the over funded or under funded status of defined benefit and other postretirement plans as an asset or liability in its balance sheet and to recognize changes in that funded status in the year in which the changes occur through an adjustment to accumulated other comprehensive income (loss) in stockholders' equity The Company adopted the provisions of SFAS No. 158 as of December 31, 2006, as required. Since the Company had recognized the under funded status of its defined benefit pension plan in its financial statements in previous years in accordance with SFAS No. 87, "Employers' Accounting for Pensions", and since the Company's defined benefit pension plan was frozen in 2004 such that the projected benefit obligation equals the accumulated benefit obligation, the adoption of SFAS No. 158 did not have a significant impact on its consolidated financial statements and related disclosures

[1] Summary of Significant Accounting Policies (continued)

(m) New Accounting Pronouncements (continued)

In addition, SFAS No. 158 requires an employer to measure the funded status of a plan as of the date of its fiscal year-end, with limited exceptions. The Company uses the date of its fiscal year-end as its measurement date and, as a result, that new requirement did not, and will not, have an impact on the Company's consolidated financial statements.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements," ("SFAS No. 157") which clarifies the definition of fair value, describes methods used to appropriately measure fair value, and expands fair value disclosure requirements. SFAS No. 157 applies under other accounting pronouncements that currently require or permit fair value measurements. SFAS No. 157 is effective for the Company beginning January 1, 2008, and the Company will apply the provisions of SFAS No. 157 prospectively as of that date. The Company is in the process of determining the impact, if any, the adoption of SFAS No. 157 may have on its consolidated financial statements and related disclosures when it becomes effective in 2008.

In September 2006, the SEC issued Staff Accounting Bulletin No. 108, "Considering the Effects of Prior Year Misstatements When Quantifying Misstatements in Current Year Financial Statements," ("SAB 108"). SAB 108 requires companies to evaluate the materiality of identified unadjusted errors in the financial statements by considering the impact of both the current year and the cumulative error, if applicable. SAB 108 prescribes two approaches that must be used to evaluate unadjusted errors and requires the financial statements to be adjusted if either approach results in quantifying an error as material. The Company adopted the provisions of SAB 108 as of December 31, 2006, as required. The adoption of SAB 108 did not have an impact on the Company's consolidated financial statements.

In June 2006, the FASB issued Financial Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("FIN 48") which clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements in accordance with SFAS No. 109, "Accounting for Income Taxes". The Company is required to adopt FIN 48 as of January 1, 2007. FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. This is different than the accounting practice currently followed by the Company, which is to recognize the best estimate of the impact of a tax position only when the position is "probable" of being sustained on audit based solely on the technical merits of the position. The term "probable" is consistent with the use of the term in SFAS No. 5 "Accounting for Contingencies," to mean that "the future event or events are likely to occur." See Note 4 for further discussion on the Company's review of this recently issued pronouncement.

[2] Contingencies and Commitments

(a) Tutor-Saliba-Perini Joint Venture vs. Los Angeles MTA Matter

During 1995, a joint venture, Tutor-Saliba-Perini, or the Joint Venture, in which Perini Corporation, or Perini, is the 40% minority partner and Tutor-Saliba Corporation, or Tutor-Saliba, of Sylmar, California is the 60% managing partner, filed a complaint in the Superior Court of the State of California for the County of Los Angeles against the Los Angeles County Metropolitan Transportation Authority, or LAMTA, seeking to recover costs for extra work required by LAMTA in connection with the construction of certain tunnel and station projects. In 1999, LAMTA countered with civil claims under the California False Claims Act ("CFCA") against the Joint Venture, Tutor-Saliba and Perini jointly and severally (together, TSP). Ronald N. Tutor, the Chairman and Chief Executive Officer of Perini since 2000, is also the chief executive officer and the sole stockholder of Tutor-Saliba.

Claims concerning the construction of LAMTA projects were tried in 2001. During the trial, based on the Joint Venture's alleged failure to comply with the court's discovery orders, the judge issued terminating sanctions that resulted in a substantial judgment against TSP.

[2] Contingencies and Commitments (continued)

(a) Tutor-Saliba-Perini Joint Venture vs. Los Angeles MTA Matter (continued)

TSP appealed and, on January 25, 2005, the State of California Court of Appeal reversed the trial court's entire judgment and found that the trial court judge had abused his discretion and had violated TSP's due process rights, and had imposed impermissibly overbroad terminating sanctions. The Court of Appeal also directed the trial court to dismiss LAMTA's claims that TSP had violated the Unfair Competition Law ("UCL") because LAMTA lacked standing to bring such a claim, and remanded the Joint Venture's claims against LAMTA for extra work required by LAMTA and LAMTA's counterclaim under the CFCA against TSP to the trial court for further proceedings, including a new trial. LAMTA petitioned the Court of Appeal for rehearing and the California Supreme Court for review. Both petitions were denied and the case was remanded and reassigned for a new trial.

In 2006, upon remand, the trial court allowed LAMTA to amend its cross-complaint to add the District Attorney as a party in order to have a plaintiff with standing to assert a UCL claim, and allowed a UCL claim to be added. The court also ordered that individual issues of the case be tried separately.

On December 18, 2006, in the trial of the first issue, which arose out of a 1994 change order involving a Disadvantaged Business Enterprise subcontractor pass-through claim, the jury found that the Joint Venture had submitted two false claims for payment and had breached its contract with LAMTA and awarded LAMTA \$111,651 in damages. The court will treble those damages and may award penalties up to \$10,000 for each of the two claims. In addition, the court will determine whether there was one or more violations of the UCL. Each such violation may bear a penalty of up to \$10,000. Briefing on issues of penalties is scheduled to be completed in March, 2007. A final judgment with respect to these claims will not be entered until the entire case has been resolved and is subject to appeal.

On February 21, 2007, the court granted a Joint Venture motion and precluded LAMTA in future proceedings from presenting its claims that the Joint Venture breached its contract and violated the CFCA by allegedly "frontloading" the so called "B Series" contracts. The court ordered further briefing on LAMTA's UCL claim on this issue.

The Court has indicated that it would like the parties to resolve the entire case through mediation.

The ultimate financial impact of the lawsuit is not yet determinable. Therefore, no provision for loss, if any, has been recorded in the financial statements.

(b) Redondo/Perini Joint Venture vs. Siemens Transportation Matter

This is a binding arbitration proceeding arising out of a contract between the Redondo/Perini Joint Venture, or RPJV, a joint venture in which Perini and Redondo Construction Corp., or Redondo, each have a 50% interest and the Siemens Transportation Partnership, S.E., Puerto Rico, or STP. STP is constructing a public metropolitan passenger rail transportation project for the Commonwealth of Puerto Rico and RPJV is responsible for the design and construction of a portion of the project.

On March 19, 2002, Redondo filed a petition for reorganization under Chapter 11 in U.S. Bankruptcy Court for the District of Puerto Rico. On December 23, 2002, RPJV filed an arbitration demand against STP seeking the recovery of additional costs related to design changes and the late completion of the design. On January 31, 2003, STP filed a counter-demand against RPJV seeking the recovery of damages allegedly related to defects in design and construction and the late completion of RPJV's work along with the repayment for alleged advances previously paid to RPJV.

On October 7, 2004, STP filed suit against Perini in New York State court seeking enforcement against Perini of a Guaranty Agreement that allegedly guarantees the performance and payment obligations of the subject RPJV/Siemens contract in an amount to be determined at trial, but not less than \$27.0 million. This action has been stayed pending the arbitration.

[2] Contingencies and Commitments (continued)

(b) Redondo/Perini Joint Venture vs. Siemens Transportation Matter (continued)

On March 14, 2006, the arbitration panel issued a final award on Phase I of the arbitration, awarding RPJV approximately \$16.2 million on its claim and awarding STP approximately \$0.5 million on its claim, for a net award to RPJV of approximately \$15.7 million, payable in thirty days. The arbitrators also deferred decision on an additional amount of approximately \$15.5 million of RPJV's Phase I claims until the conclusion of Phase II. Subsequently, STP filed a Motion to Stay Enforcement of the Phase I arbitration award, together with a petition for an order to vacate, annul and set aside the award. The motion was denied and the arbitration award was confirmed. As a result, a judgment was entered, as of September 29, 2006, in favor of RPJV and against STP in the sum of approximately \$16.0 million, including prejudgment interest from April 13, 2006 through September 29, 2006, totaling approximately \$0.3 million. Interest accrues on the judgment from September 29, 2006 at 9% per annum. STP has filed an appeal of the judgment.

There will be a second phase of the arbitration, which will include claims which existed on or after September 29, 2003. The parties exchanged statements of claim on July 24, 2006. RPJV's claim is \$23,183,341, plus interest. STP's claim is \$17,500,000. Discovery has started, but no hearings have been held. Hearings are scheduled to start in April, 2007.

Management has made an estimate of the anticipated total cost recovery on this project and it is included in revenue recorded to date. To the extent new facts become known or the final cost recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

(c) Perini/Kiewit/Cashman Joint Venture-Central Artery/Tunnel Project Matter

Perini/Kiewit/Cashman Joint Venture, or PKC, a joint venture in which Perini holds a 56% interest and is the managing partner, is currently pursuing a series of claims for additional contract time and/or compensation against the Massachusetts Highway Department, or MHD, for work performed by PKC on a portion of the Central Artery/Tunnel project in Boston, Massachusetts. During construction, MHD ordered PKC to perform changes to the work and issued related direct cost changes with an estimated value, excluding time delay and inefficiency costs, in excess of \$100 million. In addition, PKC encountered a number of unforeseen conditions during construction that greatly increased PKC's cost of performance.

Certain of PKC's claims have been presented to a Disputes Review Board, or DRB, which consists of three construction experts chosen by the parties. To date, the DRB has issued five binding awards on PKC's claims. It has ruled that PKC is entitled to additional compensation for the first portion of its contract time delay claim in the amount of \$17.4 million. On March 20, 2002, the Superior Court of the Commonwealth of Massachusetts approved PKC's request to confirm the DRB's \$17.4 million award. The MHD appealed the Superior Court decision to the Appeals Court of the Commonwealth of Massachusetts, which affirmed the Superior Court's confirmation of the DRB's award on May 30, 2006.

The DRB has also ruled on a binding basis that PKC is entitled to four additional compensation awards, less credits, totaling \$39.8 million for impacts and inefficiencies caused by MHD to certain of PKC's work. The first two such awards, totaling \$17.1 million, have been confirmed by the Superior Court and were not appealed. MHD has filed actions in the Superior Court seeking to vacate the other two awards, and PKC has answered, seeking to confirm them. These actions have not yet been heard. PKC has taken the position that it is entitled to interest on each of the five binding DRB awards as provided in the awards. It appears that MHD will object to payment of any interest.

Under the dispute resolution rules of the contract, either party may periodically terminate the services of some or all of the DRB members, provided that members who are removed under this provision will remain on the DRB through the completion of any then pending claims. The MHD removed the "Second DRB" members and the "Third DRB" members have been agreed upon and have begun hearing claims. It is PKC's position that the remaining claims, which have an anticipated value of approximately \$104 million (exclusive of interest), are to be decided by the Third DRB on a binding basis. MHD disputes that

[2] Contingencies and Commitments (continued)

(c) *Perini/Kiewit/Cashman Joint Venture-Central Artery/Tunnel Project Matter (continued)*
the remaining claims before the Third DRB are to be decided on a binding basis. Hearings before the Third DRB began in October, 2006 and are scheduled to occur throughout the remainder of 2007.

Management has made an estimate of the total anticipated cost recovery on this project and it is included in revenue recorded to date. To the extent new facts become known or the final cost recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time

On August 14, 2002, the Massachusetts Attorney General's office, pursuant to its authority under the Massachusetts False Claims Act, served a Civil Investigative Demand ("CID") on Perini and the other joint venture partners. The CID sought the production of certain construction claims documentation in connection with the Central Artery/Tunnel Contract No. C11A1. In September 2004, the Attorney General's office presented a list of items that it believed constitutes possible false claims. PKC made a responsive presentation to the Attorney General's office in January, 2005. PKC vigorously denies that it submitted any false claims and is cooperating with the Attorney General's office in the ongoing investigation.

(d) *Investigation by U.S. Attorney for Eastern District of New York*

In 2001, the Company received a grand jury subpoena for documents in connection with an investigation by the U.S. Attorney's Office for the Eastern District of New York. The Company's understanding is that the investigation concerns contracting with disadvantaged, minority, and women-owned businesses in the New York City area construction industry. The Company has cooperated with the U.S. Attorney's Office in the investigation and produced documents pursuant to the subpoena in 2001 and 2002. In August 2006, the Company received two additional grand jury subpoenas for documents in connection with the same investigation. The Company subsequently produced documents pursuant to those subpoenas, and continues to cooperate in the investigation. It is the Company's understanding that lawyers for two individual Perini Civil employees also are in separate discussions with the U.S. Attorney's Office related to the investigation. On January 8, 2007, the Company was informed by the U.S. Attorney's Office that the Company meets the definition of "subject" in the United States Attorney's Manual. That definition is "a person whose conduct is within the scope of the grand jury's investigation." At the same time, the U.S. Attorney's Office also wrote to the Company that "Perini has been cooperatively engaged in discussions with this office and that we are considering a civil settlement with regard to Perini." The Company is unable to evaluate the potential impact, if any, of the investigation at this time.

[3] Financial Commitments

Long-term Debt

Long-term debt of the Company at December 31, 2006 consisted of the following (in thousands).

Borrowings under term loan at an average rate of 7.2%	\$ 22,500
Mortgage on corporate headquarters building, at a rate of 8.96% payable in equal monthly installments over a ten year period, with a balloon payment of approximately \$5.3 million in 2010	6,370
Mortgage on office building at a rate of 5.68% payable in equal monthly installments over a five year period, with a balloon payment of \$1.4 million in 2008	1,513
Mortgage on office building at a rate of 7.16% payable in equal monthly installments over a five year period, with a balloon payment of \$1.5 million in 2011	1,754
Other mortgages	1,806
Other indebtedness, primarily equipment financing at rates ranging from 0% to 7.5%	14,799
Total	\$ 48,742
Less - current maturities	14,607
Net long-term debt	\$ 34,135

[3] Financial Commitments (continued)

Payments required under these obligations amount to approximately \$14,607 in 2007, \$12,536 in 2008, \$8,661 in 2009, \$11,383 in 2010, and \$1,555 in 2011

On February 22, 2007, the Company entered into an Amended and Restated Credit Agreement with Bank of America, N A , as administrative agent, and three participant lenders (the "Amended Agreement") The Amended Agreement amends and restates in its entirety the Company's previously existing credit agreement dated as of October 14, 2005, as amended through April 13, 2006 (the "Prior Agreement").

The Amended Agreement provides for a secured revolving credit facility (the "Revolving Facility") of up to \$125 million, which can be expanded to \$175 million in the future with the consent of the lenders. This represents an increased borrowing capacity from the Prior Agreement, which provided for a revolving credit facility of \$50 million, plus a term loan in the original amount of \$30 million, of which \$22.5 million was outstanding at December 31, 2006 The term loan was paid in full on February 22, 2007 in conjunction with the closing of the Amended Agreement

The Company can choose from interest rate alternatives including a prime-based rate, as well as Eurodollar rate-based options. While the Amended Agreement also provides for an increase in the aggregate amount of letters of credit that may be issued under the agreement from \$15 million to \$50 million, any outstanding letters of credit reduce availability under the Revolving Facility on a dollar-for-dollar basis The termination date of the Revolving Facility was extended from June 30, 2008 to February 22, 2012.

The Amended Agreement requires, among other things, maintaining minimum net worth and fixed charge coverage and asset coverage ratios as well as a maximum leverage ratio The Amended Agreement also includes operational covenants customary for facilities of this type, including limitations on incurring additional indebtedness and liens, as well as restrictions on types of investments and the purchase and sale of assets outside of the normal course of business The Company's obligations under the Amended Agreement are guaranteed by substantially all of the Company's current and future subsidiaries, and secured by substantially all of the Company's and its subsidiaries' assets In contrast to the Prior Agreement, the Amended Agreement does not require a pledge of the subsidiaries' capital stock

The fair value of the balance outstanding under the Amended Agreement equals the carrying value of zero For fixed rate debt, fair value is determined based on discounted cash flows for the debt at the Company's current incremental borrowing rate for similar types of debt. The estimated fair value of fixed rate debt at December 31, 2006 is \$26.5 million compared to the carrying amount of \$26.2 million

Leases

The Company leases certain construction equipment, vehicles and office space under non-cancelable operating leases. Future minimum rent payments under non-cancelable operating leases as of December 31, 2006 are as follows (in thousands)

	<u>Amount</u>
2007	\$ 6,256
2008	4,595
2009	3,214
2010	1,691
2011	830
Thereafter	3,165
Subtotal	<u>\$ 19,751</u>
Less - Sublease rental agreements	<u>(415)</u>
Total	<u>\$ 19,336</u>

[3] Financial Commitments (continued)

Rental expense under long-term operating leases of construction equipment, vehicles and office space was \$7,191 in 2006

Although not material to the Company's consolidated financial position or results of operations, the Company also leases certain construction equipment under capital lease arrangements from time to time. Amounts relating to capital leases are included in the accompanying Consolidated Balance Sheet under "Construction Equipment" and "Long-term Debt".

[4] Income Taxes

The provision for income taxes is comprised of the following (in thousands).

	<u>Federal</u>	<u>State</u>	<u>Total</u>
Current	\$ 11,564	\$ 1,316	\$ 12,880
Deferred	13,931	1,342	15,273
	<u>\$ 25,495</u>	<u>\$ 2,658</u>	<u>\$ 28,153</u>

The table below reconciles the difference between the statutory federal income tax rate and the effective rate provided for income before income taxes in the Consolidated Statement of Income.

Statutory federal income tax rate	35.0%
State income taxes, net of federal tax benefit	2.9
Officer's compensation	3.2
Other	<u>(0.7)</u>
Effective tax rate	<u>40.4%</u>

The following is a summary of the significant components of the Company's deferred tax assets and liabilities as of December 31, 2006 (in thousands)

<u>Deferred Tax Assets</u>	
Contract losses	\$ 1,432
Timing of expense recognition	10,358
Other, net	<u>71</u>
Deferred tax assets	<u>\$ 11,861</u>
<u>Deferred Tax Liabilities</u>	
Joint ventures - construction	\$ (5,136)
Fixed assets, due primarily to purchase accounting	(8,226)
Intangible assets, due primarily to purchase accounting	(2,647)
Other	<u>(656)</u>
Deferred tax liabilities	<u>\$ (16,665)</u>
Net deferred tax liability	<u>\$ (4,804)</u>

The net deferred tax liability as of December 31, 2006 is classified in the Consolidated Balance Sheet based on when the future expense is expected to be realized as follows (in thousands):

Short-term deferred tax liability	\$ (852)
Long-term deferred tax liability	<u>(3,952)</u>
	<u>\$ (4,804)</u>

[4] Income Taxes (continued)

The Company has evaluated the available evidence about both asserted and unasserted income tax contingencies in its income tax returns filed with the Internal Revenue Service, state, local and foreign tax authorities. The Company has recorded \$1.9 million as of December 31, 2006 for income tax contingencies which represents its estimate of the amount that is probable and estimable of being payable, if successfully challenged by such tax authorities, under the provisions of SFAS No. 5, "Accounting for Contingencies." The Company has not received either written or oral tax opinions that are contrary to its assessment of the recorded income tax contingency accruals.

In June 2006, the FASB issued FIN 48. FIN 48 clarifies the accounting for income taxes, by prescribing a minimum recognition threshold a tax position is required to meet before being recognized in the financial statements. FIN 48 also provides guidance on derecognizing, measurement, classification, interest and penalties, accounting in interim periods, disclosure and transition. FIN 48 is effective for fiscal years beginning after December 15, 2006. The Company will adopt FIN 48 as of January 1, 2007, as required. FIN 48 requires that the cumulative effect of its adoption be recorded as a change to opening retained earnings in the first quarter of 2007. The Company expects that the adoption of FIN 48 will not have a significant impact on the Company's consolidated financial position, results of operations and effective tax rate and believes that any adjustment recorded to reduce opening retained earnings will be immaterial.

[5] Other Assets, Other Long-term Liabilities and Other (Income) Expense, Net

Other Assets, Other Long-term Liabilities and Other (Income) Expense, Net consisted of the following as of or for the year ended December 31, 2006 (in thousands)

Other Assets

Land held for sale (Note 11)	\$	974
Deferred expenses		749
Other investments		529
Intangible assets		5,408
	\$	<u>7,660</u>

Other Long-term Liabilities

Employee benefit related liabilities	\$	2,186
Minimum pension liability adjustment (Note 6)		13,298
Subcontractor insurance program		12,737
Deferred tax liability		3,952
Deferred lease incentive		1,524
	\$	<u>33,697</u>

Other (Income) Expense, Net

Stock registration expense	\$	222
Loss from land sales, net (Note 11)		394
Interest income		(4,323)
Bank fees		712
Miscellaneous expense, net		414
	\$	<u>(2,581)</u>

[6] Employee Benefit Plans

The Company has a defined benefit pension plan that covers its executive, professional, administrative and clerical employees, subject to certain specified service requirements. The plan is noncontributory and benefits are based on an employee's years of service and "final average earnings", as defined. The plan provides reduced benefits for early retirement and takes into account offsets for social security benefits. All employees are vested after five years of service. The Company also has an unfunded supplemental retirement plan for certain employees whose benefits under the defined benefit pension plan were reduced because of compensation limitations under federal tax laws. In accordance with SFAS No. 132R, "Employers' Disclosures About Pensions and Other Post-Retirement Benefits", pension disclosure as presented below includes aggregated amounts for both of the Company's plans, except where otherwise indicated.

Effective June 1, 2004, all benefit accruals under the Company's pension plan were frozen; however, the current vested benefits will be preserved.

In September 2006, the Financial Accounting Standards Board ("FASB") issued SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Post-retirement Plans" ("SFAS No. 158"), which requires an employer to recognize the over funded or under funded status of defined benefit and other post-retirement plans as an asset or liability in its balance sheet and to recognize changes in that funded status in the year in which the changes occur through an adjustment to accumulated other comprehensive income (loss) in stockholders' equity. The Company adopted the provisions of SFAS No. 158 as of December 31, 2006, as required. Since the Company had recognized the under funded status of its defined benefit pension plan in its financial statements in previous years in accordance with SFAS No. 87, "Employers' Accounting for Pensions" ("SFAS No. 87"), and since the Company's defined benefit pension plan was frozen in 2004 such that the projected benefit obligation equals the accumulated benefit obligation, the adoption of SFAS No. 158 did not have a significant impact on the consolidated financial statements and related disclosures.

In addition, SFAS No. 158 requires an employer to measure the funded status of a plan as of the date of its fiscal year-end, with limited exceptions. The Company currently uses the date of its fiscal year-end as its measurement date and, as a result, that new requirement did not, and will not, have an impact on the Company's consolidated financial statements.

Net pension cost for 2006 follows (in thousands)

Interest cost on projected benefit obligation	\$ 4,382
Expected return on plan assets	(4,247)
Recognized actuarial loss	2,453
Net pension cost	<u>\$ 2,588</u>

Actuarial assumptions used to determine net pension cost

Discount rate	5.62%
Long-term rate of return on assets	7.50%
Rate of increase in compensation	n a

The expected long-term rate of return on assets assumption will remain at 7.50% for 2007. The expected long-term rate of return on assets assumption was developed considering historical and future expectations for returns for each asset class.

[6] Employee Benefit Plans (continued)

The target asset allocation for the Company's pension plan by asset category for 2007 and the actual asset allocation at December 31, 2006 by asset category are as follows

Asset Category	Percentage of Plan Assets at December 31,	
	Target Allocation 2007	2006
Equity securities		
Domestic	60.0%	61.4%
International	15.0	17.9
Fixed income securities	25.0	20.1
Other	0.0	0.6
Total	100.0%	100.0%

The target asset allocation was established to attempt to maximize returns with consideration of the long-term nature of the obligations and to reducing the level of overall market volatility through the allocation to fixed income investments. During the year, the asset allocation is reviewed for adherence to the target asset allocation and the portfolio of investments is rebalanced periodically.

Within the equity portfolio, the investments are primarily large capitalization domestic and international equities; however, the plan's asset manager may invest in equities with small and medium capitalizations. The equity assets are invested in a broadly diversified portfolio. Within the fixed income portfolio, the investments are entirely investment grade U.S. fixed income securities including both U.S. Government and U.S. Credit securities.

The Company expects to contribute \$3.2 million to its defined benefit pension plan in 2007.

The following tables provide a reconciliation of the changes in the fair value of assets in the plan and plan benefit obligations during the year ended December 31, 2006 and a statement of the funded status as of December 31, 2006 (in thousands).

Change in Fair Value of Plan Assets

Balance at beginning of year	\$ 53,526
Actual return on plan assets	7,022
Company contribution	6,157
Benefit payments	(4,046)
Balance at end of year	<u>\$ 62,659</u>

Change in Projected and Accumulated Benefit Obligations

Balance at beginning of year	\$ 78,638
Interest cost	4,382
Actuarial gain	(663)
Benefit payments	(4,046)
Balance at end of year	<u>\$ 78,311</u>

[6] Employee Benefit Plans (continued)

Funded Status

Funded status at December 31, 2006 \$ (15,652)

Amounts recognized in Consolidated Balance Sheet consist of

Current liabilities \$ (168)

Long-term liabilities (15,484)

Net amount recognized in Consolidated Balance Sheet \$ (15,652)

Amounts not yet reflected in net periodic benefit cost and included in accumulated other comprehensive loss

Accumulated loss \$ (23,692)

Accumulated other comprehensive loss (23,692)

Cumulative Company contributions in excess of net periodic benefit cost 8,040

Net amount recognized in Consolidated Balance Sheet \$ (15,652)

The estimated amount of the net accumulated loss that will be amortized from accumulated other comprehensive loss into net period benefit cost in 2007 is \$2.12 million. There was no change in accumulated other comprehensive loss as a result of the application of SFAS No 158 in 2006.

Actuarial assumptions used to determine benefit obligation:

Discount rate 5.86%

Rate of increase in compensation n a

Measurement date Dec 31, 2006

Other comprehensive loss attributable to a change in the additional minimum pension liability recognized pursuant to SFAS No. 87 amounted to a decrease of \$5.9 million in 2006. The cumulative net amount of \$23.7 million represents the excess of the projected benefit obligations of the Company's pension plans over the fair value of the plans' assets as of December 31, 2006, compared to an \$8.0 million pension asset previously recognized. The net amount of \$15.7 million is reflected as a liability as of December 31, 2006 (see above) with the offset being a reduction in stockholders' equity. Adjustments to the amount of this additional minimum pension liability will be recorded in future years, as required, based upon periodic re-evaluation of the funded status of the Company's pension plans.

The Company's plans have benefit obligations in excess of the fair value of the plans' assets. The following table provides information relating to each of the plans' benefit obligations compared to the fair value of its assets as of December 31, 2006 (in thousands):

[6] Employee Benefit Plans (continued)

	Pension Plan	Benefit Equalization Plan	Total
Projected benefit obligation	\$ 75,370	\$ 2,941	\$ 78,311
Accumulated benefit obligation	\$ 75,370	\$ 2,941	\$ 78,311
Fair value of plan assets	\$ 62,659	\$ -	\$ 62,659
Projected benefit obligation greater than Fair value of plan assets	<u>\$ 12,711</u>	<u>\$ 2,941</u>	<u>\$ 15,652</u>
Accumulated benefit obligation greater than Fair value of plan assets	<u>\$ 12,711</u>	<u>\$ 2,941</u>	<u>\$ 15,652</u>

The Company has a contributory Section 401(k) plan which covers its executive, professional, administrative and clerical employees, subject to certain specified service requirements. The 401(k) expense provision approximated \$1.7 million in 2006. The Company's contribution is based on a non-discretionary match of employees' contributions, as defined.

The Company has an incentive compensation plan for key employees which is generally based on the Company's achievement of a certain level of profit

The Company also contributes to various multi-employer union retirement plans under collective bargaining agreements which provide retirement benefits for substantially all of its union employees. The aggregate amount provided in accordance with the requirements of these plans was approximately \$15.3 million in 2006. The Multi-employer Pension Plan Amendments Act of 1980 defines certain employer obligations under multi-employer plans. Information regarding union retirement plans is not available from plan administrators to enable the Company to determine its share of any unfunded vested liabilities. Under the Employee Retirement Income Security Act, a contributor to a multi-employer plan is liable, upon termination or withdrawal from a plan, for its proportionate share of a plan's unfunded vested liability. The Company currently has no intention of withdrawing from any of the multi-employer pension plans in which it participates.

[7] Capital Stock and Stock Purchase Warrants

(a) \$21.25 Convertible Exchangeable Preferred Stock ("21.25 Preferred Stock")

In June 1987, the Company received net proceeds of approximately \$23,631,000 from the sale of 1,000,000 \$21.25 Depositary Convertible Exchangeable Preferred Shares (each Depositary Share representing ownership of 1/10 of a share of \$21.25 Convertible Exchangeable Preferred Stock, \$1 par value) ("Depositary Shares") at a price of \$25 per Depositary Share. Annual dividends were \$2.125 per Depositary Share and were cumulative. The liquidation preference value was \$25 per Depositary Share plus any accumulated and unpaid dividends.

On May 17, 2006, the Company redeemed all 185,088 remaining outstanding Depositary Shares in accordance with the terms of the \$21.25 Preferred Stock at a price of \$25.00 per Depositary Share plus accrued and unpaid dividends to that date, for an aggregate amount of approximately \$8.8 million.

[7] Capital Stock and Stock Purchase Warrants (continued)

(b) Series A Junior Participating Preferred Stock

Under the terms of the Company's Shareholder Rights Agreement, as amended, the Board of Directors of the Company declared a distribution on September 23, 1988 of one Preferred Stock purchase right (a "Right") for each outstanding share of Common Stock. Under certain circumstances, each Right will entitle the holder thereof to purchase from the Company one one-hundredth of a share (a "Unit") of Series A Junior Participating Cumulative Preferred Stock, \$1 par value (the "Preferred Stock"), at an exercise price of \$100 per Unit, subject to adjustment. The Rights will not be exercisable or transferable apart from the Common Stock until the earlier to occur of (i) 10 days following a public announcement that a person or group (an "Acquiring Person") has acquired 20% or more of the Company's outstanding Common Stock (the "Stock Acquisition Date"), (ii) 10 business days following the announcement by a person or group of an intention to make an offer that would result in such person or group becoming an Acquiring Person or (iii) the declaration by the Board of Directors that any person is an "Adverse Person", as defined under the Agreement. The Rights will not have any voting rights or be entitled to dividends.

Upon the occurrence of a triggering event as described above, each Right will be entitled to that number of Units of Preferred Stock of the Company having a market value of two times the exercise price of the Right. If the Company is acquired in a merger or 50% or more of its assets or earning power is sold, each Right will be entitled to receive Common Stock of the acquiring company having a market value of two times the exercise price of the Right. Rights held by such a person or group causing a triggering event may be null and void. The Rights are redeemable at \$.02 per Right by the Board of Directors at any time prior to the occurrence of a triggering event.

In January 1997 and March 2000, the Board of Directors amended the Company's Shareholder Rights Agreement to (i) permit the acquisition of the Company's stock by certain investors and certain other events without triggering the distribution of the Rights; (ii) lower the threshold for the occurrence of a Stock Acquisition Date from 20% to 10%, and (iii) extend the expiration date of the Agreement from September 23, 1998 to January 21, 2007.

(c) Stock Purchase Warrants

In connection with an amended credit agreement effective January 17, 1997, certain banks received stock purchase warrants to purchase up to 420,000 shares of the Company's Common Stock at a purchase price of \$8.30 per share, subject to certain anti-dilution adjustments in the event of certain distributions and other corporate events, at any time during the ten year period ending January 17, 2007. Prior to 2006, 333,312 warrants were exercised. The remaining balance of 86,688 warrants outstanding as of December 31, 2006 was exercised on January 12, 2007.

[8] Stock-Based Compensation

Effective January 1, 2006, the Company adopted the provisions of Statement of Financial Accounting Standards No. 123(R), "Share-Based Payment" ("SFAS No. 123(R)") using the modified prospective application method. In November 2005, the Financial Accounting Standards Board issued its Staff Position No. 123(R)-3, "Transition Election Related to Accounting for Tax Effects of Share-Based Payment Awards" ("FSP 123(R)-3"). The Company has elected to adopt the alternative transition method provided in FSP 123(R)-3 for calculating the tax effects of stock-based compensation pursuant to SFAS No. 123(R). The alternative transition method includes a simplified method to establish the beginning balance of the additional paid-in capital pool ("APIC Pool") related to the tax effects of employee stock-based compensation, and to determine the subsequent impact on the APIC Pool and the Consolidated Statement of Cash Flows of the tax effects of employee stock-based compensation awards that are outstanding upon adoption of SFAS No. 123(R).

From January 1, 2004 through December 31, 2005, the Company accounted for stock-based compensation in accordance with SFAS No. 123, "Accounting for Stock-Based Compensation." Therefore, the adoption of the provisions of SFAS No. 123(R) did not have a significant impact on the Company's financial position or results of operations.

[8] Stock-Based Compensation (continued)

Effective May 13, 2004, the Company's stockholders approved the adoption of the 2004 Stock Option and Incentive Plan which provided that up to 1,000,000 shares of the Company's common stock will be available for the granting of stock-based compensation awards to key executives, employees and directors of the Company. In May 2006, the Company's stockholders approved an amendment to the Plan that increased the number of shares of the Company's common stock available for issuance thereunder from 1,000,000 shares to 3,000,000 shares. The Plan allows these stock-based compensation awards to be granted in a variety of forms, including stock options, stock appreciation rights, restricted stock awards, unrestricted stock awards, deferred stock awards and dividend equivalent rights. During 2004, restricted stock awards were granted to two executive officers of the Company. Upon the achievement of specified performance goals and/or service requirements during the period from 2004 to 2006, these restricted stock awards vested resulting in the issuance of 150,000 shares of the Company's common stock in both 2005 and 2006. The grant date fair value of the restricted stock awards granted in 2004 was \$4.7 million, which was amortized and included as a component of "General and Administrative Expenses" in the Consolidated Statement of Income over the vesting period, including \$0.6 million in 2006.

On April 5, 2006 and May 18, 2006, the Compensation Committee of the Company's Board of Directors approved the grant of 1,295,000 restricted stock units to certain of the Company's executive officers and employees under the 2004 Stock Option and Incentive Plan. Of the restricted stock units granted, 150,000 vested on June 30, 2006 and 15,000 vested on December 31, 2006. Of the remaining restricted stock units granted, 765,000 generally vest equally on December 31 of 2007, 2008 and 2009, and 365,000 generally vest on December 31, 2009. Of the restricted stock units granted, 745,000 (including the 165,000 restricted stock units that vested in 2006) are subject only to satisfaction of service requirements; the remaining 550,000 restricted stock units granted are subject to satisfaction of both service requirements and achievement of certain pre-established pretax income performance criteria. Upon vesting, each restricted stock unit will be exchanged for one share of the Company's common stock. The grant date fair value of these restricted stock units is \$40.7 million based on the closing price of the Company's common stock on the dates of grant. The Company recorded compensation expense of \$16.5 million in 2006 related to these restricted stock units and this amount is included as a component of "General and Administrative Expenses" in the Consolidated Statement of Income. Accordingly, at December 31, 2006, there was \$24.2 million of unrecognized compensation expense related to the non-vested restricted stock units outstanding which, absent significant forfeitures in the future, will be recognized as expense over a weighted average period of 2.5 years.

A summary of stock-based compensation awards related to the Company's 2004 Stock Option and Incentive Plan is as follows:

	Number of Shares	Weighted Average Grant Date Fair Value	Shares Available to Grant
Outstanding at December 31, 2005	150,000	\$15.62	700,000
Approved Plan Amendment	-		2,000,000
Granted	1,295,000	\$31.44	(1,295,000)
Issued	(300,000)	\$23.58	-
Outstanding at December 31, 2006	<u>1,145,000</u>	\$31.43	<u>1,405,000</u>

The aggregate intrinsic value of the restricted stock units outstanding at December 31, 2006 is approximately \$35.2 million.

Effective May 25, 2000, the Company's stockholders approved the adoption of the Special Equity Incentive Plan which provides that up to 3,000,000 shares of the Company's common stock will be available for the granting of nonqualified stock options to key executives, employees and directors of the Company. Options are granted at not less than the fair market value on the date of grant, as defined. Options generally expire 10 years from the date of grant. Options outstanding under the Special Equity

[8] Stock-Based Compensation (continued)

Incentive Plan are generally exercisable in three equal annual installments, on the date of grant and on the first and second anniversary of the date of grant. As of December 31, 2006, all of the options outstanding were exercisable. A summary of stock option activity related to the Company's Special Equity Incentive Plan is as follows:

	Number of Shares	Option Price Per Share		Shares Available to Grant
		Range	Weighted Average	
Outstanding at December 31, 2005	454,000	\$3.13 - \$4.50	\$4.42	195,634
Exercised	(214,000)	\$4.50	\$4.50	-
Outstanding at December 31, 2006	240,000	\$3.13 - \$4.50	\$4.36	195,634

All of the remaining 5,000 options outstanding under the Company's 1982 Stock Option Plan were exercised in 2006 at an option price per share of \$5.29.

The Company had 10,000 shares of authorized but unissued Common Stock reserved for certain other stock options granted to an officer of the Company. All of the 10,000 options outstanding were exercised in 2006 at an option price per share of \$8.66.

Options outstanding at December 31, 2006 and related weighted average price and life information follows:

Remaining Life (Years)	Grant Date	Options Outstanding	Options Exercisable	Weighted Average Exercise Price	Aggregate Intrinsic Value
4	03/29/00	155,000	155,000	\$ 4.50	\$ 4,770,900
4	05/25/00	45,000	45,000	\$ 3.74	1,385,100
4	09/12/00	40,000	40,000	\$ 4.50	1,231,200
Totals		240,000	240,000	\$ 4.36	\$ 7,387,200

[9] Business Segments

Business segment information presented below was determined in accordance with SFAS No. 131, "Disclosures About Segments of an Enterprise and Related Information".

The Company provides diversified general contracting, construction management and design-build services to private clients and public agencies throughout the world. The Company's construction business is conducted through three basic segments: building, civil and management services. The building segment is comprised of Perini Building Company, James A. Cummings, Inc., and Rudolph and Stetten, Inc., and focuses on large, complex projects in the hospitality and gaming, sports and entertainment, educational, transportation, healthcare, biotech, pharmaceutical and high-tech markets. The civil segment is comprised of Perini Civil Construction and Cherry Hill Construction, Inc., and focuses on public works construction primarily in the northeastern and mid-Atlantic United States including the repair, replacement and reconstruction of the public infrastructure such as highways, bridges, mass transit systems and wastewater treatment facilities. The management services segment provides diversified construction, design-build and maintenance services to the U.S. military and government agencies as well as surety companies and multi-national corporations in the United States and overseas.

During 2006, the Company's chief operating decision making group consisted of the Chairman and Chief Executive Officer, the President and Chief Operating Officer who is also the President of Perini Management Services, the President of Perini Building Company and the President of Perini Civil Construction. This group decides how to allocate resources and assess performance of the business-segments. Generally, the Company evaluates performance of its operating segments on the basis of income

[9] Business Segments (continued)

from operations and cash flow. The accounting policies applied by each of the segments are the same as those described in Note 1 - Summary of Significant Accounting Policies. The following tables set forth certain business and geographic segment information relating to the Company's operations for the year ended December 31, 2006 (in thousands):

	Reportable Segments				Corporate	Consolidated Total
	Building	Civil	Management Services	Totals		
Revenues	\$ 2,515,051	\$ 281,137	\$ 246,651	\$ 3,042,839	\$ -	\$ 3,042,839
Income from Construction Operations	\$ 59,296	\$ 1,772	\$ 34,280	\$ 95,348	\$ (24,469) (a)	\$ 70,879
Assets	\$ 717,467	\$ 253,896	\$ 27,430	\$ 998,793	\$ 197,199 (b)	\$ 1,195,992
Capital Expenditures	\$ 17,850	\$ 3,453	\$ 223	\$ 21,526	\$ -	\$ 21,526

(a) Consists of corporate general and administrative expenses.

(b) Corporate assets consist principally of cash and cash equivalents, land held for sale and other investments available for general corporate purposes.

Revenues from the Project CityCenter project and other projects in Las Vegas, Nevada for MGM Mirage in the building segment totaled approximately \$452 million (or 15% of consolidated revenues) in 2006. Revenues from various healthcare-related projects in California for Kaiser Foundation Health Plan, Inc. in the building segment totaled approximately \$310 million (or 10% of consolidated revenues) in 2006.

Information concerning principal geographic areas is as follows (in thousands):

	Revenues	Income (Loss) from Construction Operations
	United States	\$ 2,887,755
Foreign and U.S. Territories	155,084	29,326
Corporate	-	(24,469)
Total	\$ 3,042,839	\$ 70,879

Income (loss) from construction operations has been allocated geographically based on the location of the job site. Long-lived assets outside the United States are immaterial and therefore not presented.

[10] Related Party Transactions

The Company has an agreement with Tutor-Saliba Corporation ("Tutor-Saliba"), a California corporation engaged in the construction industry, and Ronald N. Tutor, to provide certain management services, as defined. Mr. Tutor, the Chairman and CEO of Perini Corporation, is also the CEO and sole stockholder of Tutor-Saliba. Tutor-Saliba participates in joint ventures with the Company, the Company's share of which contributed \$41.4 million (or 1.4%) to the Company's consolidated revenues in 2006. Compensation for the management services consisted of payment of \$879,000 to Tutor-Saliba for the year ended December 31, 2006, stock options and restricted stock awards granted to Mr. Tutor, and incentive compensation awarded to Mr. Tutor of \$879,000 in 2006. The stock options were granted to Mr. Tutor in January, 1997 (150,000 shares), December, 1998 (45,000 shares), January, 1999 (30,000 shares) and March, 2000 (1,000,000 shares). All of the stock options were granted at or above the fair market value price per share on the respective dates of grant. All of the stock options were exercised during 2004.

[10] Related Party Transactions (continued)

On December 15, 2004, the Company entered into an agreement with Mr. Tutor pursuant to which the Company would grant Mr. Tutor 150,000 shares of unrestricted common stock of the Company under the Perini Corporation 2004 Stock Option and Incentive Plan provided that Mr. Tutor completed certain service requirements through June 30, 2005 and June 30, 2006. Accordingly, the Company issued to Mr. Tutor 75,000 shares of common stock on June 30, 2005 and issued 75,000 additional shares of common stock to Mr. Tutor on June 30, 2006. The grant date fair value of the restricted stock awards was \$2.5 million which was recorded as expense over the vesting period, including \$0.4 million in 2006.

The investors that provided \$40 million of new equity in the Company on March 29, 2000 consist of Tutor-Saliba (see above), O&G Industries, Inc ("O&G"), a participant in certain construction joint ventures with the Company, and National Union Fire Insurance Company of Pittsburgh, Pa., a wholly owned subsidiary of American International Group, Inc. ("AIG"), one of the Company's sureties and a provider of insurance and insurance related services to the Company. These investors participated in a secondary public stock offering which was completed in December 2005. In addition, in 2005 Tutor-Saliba exercised its call right under an existing shareholders' agreement to purchase 2,352,941 shares owned by AIG at a predetermined rate, as defined. The cumulative holdings of each of the remaining investors as of December 31, 2006 were as follows:

	<u>Number of Common Shares</u>	
	<u>Tutor-Saliba</u>	<u>O&G</u>
Balance at December 31, 2005	3,965,229	1,802,941
Sold or donated	<u>(930,000)</u>	<u>(150,000)</u>
Balance at December 31, 2006	<u>3,035,229</u>	<u>1,652,941</u>
Percentage of total common shares outstanding	11.43%	6.22%

Each of the remaining investors has a representative on the Company's Board of Directors. O&G participates in joint ventures with the Company, the Company's share of which contributed \$37.9 million (or 1.2%) to the Company's consolidated revenues in 2006.

[11] Land Held for Sale

As of December 31, 2006, land held for sale consists of approximately 30 fully developed acres in Raynham, Massachusetts. Management's plan is to continue to market the remaining land for sale in this development as a bulk sale or as individual parcels over an estimated 24 to 36 month "sell off" period. During the year ended December 31, 2006, 2 acres were sold resulting in a net loss of \$0.4 million. (See Note 5)

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING BALANCE SHEET - DECEMBER 31, 2006
(IN THOUSANDS)

	Perini Corp	Perini Bldg. Co., Inc.	Perini Management Services, Inc.	James A. Cummings, Inc.	Rudolph & Sletten, Inc.	Cherry Hill Construction, Inc.	Mt. Wayte Realty LLC	Other Subs	Perini Land & Devel. Co. & Sub.	Proportional Share of Joint Ventures	Eliminations	Consolidated
CURRENT ASSETS												
Cash, including cash equivalents of \$203,920	\$ 174,498	\$ (7,793)	\$ 49	\$ 10,797	\$ 10,377	\$ 833	\$ 314	\$ -	\$ 482	\$ 35,947	\$ -	\$ 225,504
Accounts receivable, including retainage of \$235,006	37,692	325,416	23,090	26,869	234,229	34,424	-	9	-	87,782	(21,885)	747,626
Unbilled work	22,148	13,998	608	1,827	4,885	3,423	-	-	-	49,472	-	96,341
Construction joint ventures	89,610	4,624	-	3,230	-	414	-	-	-	-	(97,878)	-
Other current assets	997	736	241	494	1,809	1,339	-	-	-	1,551	1,615	8,782
Total current assets	\$ 324,945	\$ 336,981	\$ 23,988	\$ 43,217	\$ 251,290	\$ 40,433	\$ 314	\$ 9	\$ 482	\$ 174,752	\$ (118,148)	\$ 1,078,253
PROPERTY AND EQUIPMENT, at cost												
Land	\$ 553	\$ 7,202	\$ -	\$ -	\$ 2,000	\$ 3,494	\$ 488	\$ -	\$ -	\$ -	\$ -	\$ 13,737
Buildings and improvements	2,745	1,238	-	365	7,333	4,580	12,736	-	-	-	-	28,997
Construction equipment	11,490	14,751	-	179	6,567	24,489	-	111	-	-	-	57,587
Other equipment	6,010	3,975	428	711	4,385	197	-	-	-	-	-	15,706
	\$ 20,798	\$ 27,166	\$ 428	\$ 1,255	\$ 20,285	\$ 32,760	\$ 13,224	\$ 111	\$ -	\$ -	\$ -	\$ 116,027
Less - Accumulated depreciation	12,145	5,777	376	869	2,964	2,822	7,152	111	-	-	-	32,216
Total property and equipment, net	\$ 8,653	\$ 21,389	\$ 52	\$ 386	\$ 17,321	\$ 29,938	\$ 6,072	\$ -	\$ -	\$ -	\$ -	\$ 83,811
INTERCOMPANY NOTES AND ADVANCES	\$ -	\$ 210,215	\$ 116,201	\$ 6,009	\$ 70,323	\$ (9,461)	\$ (297)	\$ 842	\$ -	\$ -	\$ (393,832)	\$ -
OTHER ASSETS												
Investment in subsidiaries	\$ 318,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4	\$ -	\$ -	\$ (318,170)	\$ -
Goodwill	26,268	-	-	-	-	-	-	-	-	-	-	26,268
Other assets	6,107	-	-	-	480	-	98	-	975	-	-	7,660
Total other assets	\$ 350,541	\$ -	\$ -	\$ -	\$ 480	\$ -	\$ 98	\$ 4	\$ 975	\$ -	\$ (318,170)	\$ 33,928
TOTAL ASSETS	\$ 684,139	\$ 568,585	\$ 140,241	\$ 49,812	\$ 339,404	\$ 60,910	\$ 6,187	\$ 855	\$ 1,457	\$ 174,752	\$ (830,150)	\$ 1,195,992

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING BALANCE SHEET- DECEMBER 31, 2006
(IN THOUSANDS, EXCEPT SHARE DATA)

	Perini Corp.	Perini Bldg. Co Inc	Perini Management Services, Inc.	James A Cummings, Inc	Rudolph & Sletten, Inc	Cherry Hill Construction, Inc	Mt. Wayte Realty LLC	Other Subs	Perini Land & Devel Co & Sub.	Proportional Share of Joint Ventures	Eliminations	Consolidated
CURRENT LIABILITIES												
Current maturities of long-term debt	\$ 7,750	\$ 2,725	\$ -	\$ -	\$ -	\$ 3,885	\$ 247	\$ -	\$ -	\$ -	\$ -	\$ 14,607
Accounts payable including retainage of \$165,048	8,565	315,616	11,388	29,422	235,023	14,430	-	-	3	49,041	(21,884)	641,504
Deferred contract revenue	3,690	30,228	55,488	2,626	30,891	13,842	-	-	-	18,627	-	155,392
Accrued expenses	8,288	29,100	2,450	1,228	18,980	1,718	104	9	-	9,208	1,615	72,698
Total current liabilities	\$ 28,293	\$ 377,669	\$ 69,326	\$ 33,276	\$ 284,894	\$ 33,875	\$ 351	\$ 9	\$ 3	\$ 76,874	\$ (20,269)	\$ 884,301
LONG-TERM DEBT, less current maturities included above	\$ 18,218	\$ 5,368	\$ -	\$ -	\$ -	\$ 4,425	\$ 6,124	\$ -	\$ -	\$ -	\$ -	\$ 34,135
OTHER LONG-TERM LIABILITIES	\$ 19,436	\$ 12,737	\$ -	\$ -	\$ 1,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,697
INTERCOMPANY NOTES AND ADVANCES PAYABLE	\$ 374,332	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,500	\$ -	\$ (393,832)	\$ -
CONTINGENCIES AND COMMITMENTS												
STOCKHOLDERS' EQUITY												
Preferred Stock, \$1 par value - Authorized - 1,000,000 shares Designated - 100,000 shares Issued and outstanding - none	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Series A junior participating preferred stock, \$1 par value - Designated - 200,000 shares Issued - none	-	-	-	-	-	-	-	-	-	-	-	-
Stock Purchase Warrants	461	-	-	-	-	-	-	-	-	-	-	461
Common Stock, \$1 par value - Authorized - 40,000,000 shares Issued and outstanding - 26,554,087 shares	26,554	95	1	4	11	6	-	62	400	-	(579)	26,554
Additional paid-in capital	139,450	46	-	134	6,303	-	-	2,899	132,501	-	(141,883)	139,450
Retained earnings (deficit)	(8,810)	172,670	70,914	16,198	46,672	22,604	(288)	(2,115)	(150,947)	97,878	(163,690)	101,086
Equity in retained earnings of subsidiaries since date of acquisition	109,897	-	-	-	-	-	-	-	-	-	(108,897)	-
Total stockholders' equity	\$ 267,552	\$ 172,811	\$ 70,915	\$ 16,336	\$ 52,986	\$ 22,610	\$ (288)	\$ 846	\$ (18,046)	\$ 97,878	\$ (416,049)	\$ 267,551
Accumulated other comprehensive loss	(23,692)	-	-	-	-	-	-	-	-	-	-	(23,692)
Total stockholders' equity	\$ 243,860	\$ 172,811	\$ 70,915	\$ 16,336	\$ 52,986	\$ 22,610	\$ (288)	\$ 846	\$ (18,046)	\$ 97,878	\$ (416,049)	\$ 243,859
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 684,139	\$ 569,585	\$ 140,241	\$ 49,612	\$ 339,404	\$ 60,910	\$ 6,167	\$ 855	\$ 1,457	\$ 174,752	\$ (830,150)	\$ 1,196,992

**PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2006
(IN THOUSANDS EXCEPT SHARE DATA)**

	Perini Corp	Perini Bldg Co Inc	Perini Management Services, Inc	James A Cummings, Inc.	Rudolph & Sletten, Inc	Cherry Hill Construction, Inc.	Mt. Wayte Realty LLC	Other Subs	Perini Land & Devel. Co & Sub	Proportional Share of Joint Ventures	Eliminations	Consolidated
Revenues	\$ 225,852	\$ 1,535,757	\$ 173,343	\$ 130,002	\$ 882,030	\$ 135,876	\$ -	\$ -	\$ -	\$ -	\$ (50,121)	\$ 3,042,839
Cost of operations	208,646	1,480,366	138,107	119,437	845,738	133,282	-	-	-	-	(50,121)	2,873,444
Gross Profit	\$ 17,206	\$ 55,402	\$ 37,236	\$ 10,565	\$ 46,292	\$ 2,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,395
General and administrative expenses	34,039	20,858	7,310	6,724	23,862	8,687	(764)	-	-	-	-	98,516
INCOME (LOSS) FROM CONSTRUCTION OPERATIONS	\$ (16,833)	\$ 34,544	\$ 29,926	\$ 3,841	\$ 22,630	\$ (3,993)	\$ 764	\$ -	\$ -	\$ -	\$ -	\$ 70,879
Other income (expense), net	1,982	2	2	173	939	44	(167)	-	(394)	-	-	2,581
Interest expense	(2,147)	(450)	-	-	-	(592)	(582)	-	-	-	-	(3,771)
Income (Loss) before income taxes	\$ (16,998)	\$ 34,096	\$ 29,928	\$ 4,014	\$ 23,569	\$ (4,541)	\$ 15	\$ -	\$ (394)	\$ -	\$ -	\$ 69,689
(Provision) Credit for income taxes	4,388	(12,721)	(11,177)	(1,506)	(8,799)	1,661	-	-	-	-	-	(26,153)
NET INCOME	\$ (12,609)	\$ 21,375	\$ 18,751	\$ 2,508	\$ 14,770	\$ (2,880)	\$ 15	\$ -	\$ (394)	\$ -	\$ -	\$ 41,536

EARNINGS PER COMMON SHARE
BASIC

\$1.56

DILUTED

\$1.54

NOTE: Proportional share of joint venture net income (loss) is included in the respective amounts shown for Perini Corporation, Perini Building Company, Inc., Perini Management Services, Inc., James A. Cummings, Inc., and Cherry Hill Construction, Inc.

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2006
(IN THOUSANDS)

	Perini Corp	Perini Bldg. Co Inc	Perini Management Services, Inc.	James A Cummings, Inc.	Rudolph & Sletten, Inc.	Cherry Hill Construction, Inc	ML Wayts Realty LLC	Other Subs	Perini Land & Devel Co. & Sub.	Proportional Share of Joint Ventures	Eliminations	Consolidated
Balance - December 31, 2005	\$ 12,134	\$ 151,295	\$ 52,163	\$ 13,690	\$ 31,902	\$ 25,484	\$ (303)	\$ (2,115)	\$ (150,553)	\$ -	\$ (65,812)	\$ 67,885
Net Income (Loss)	(12,609)	21,375	18,751	2,508	14,770	(2,880)	15	-	(394)	-	-	41,536
Preferred Stock dividends accrued and paid (\$8.98 per share) *	(166)	-	-	-	-	-	-	-	-	-	-	(166)
Redemption of Preferred Stock	(8,169)	-	-	-	-	-	-	-	-	-	-	(8,169)
Balance - December 31, 2006	\$ (8,810)	\$ 172,670	\$ 70,914	\$ 16,198	\$ 46,672	\$ 22,604	\$ (288)	\$ (2,115)	\$ (150,947)	\$ -	\$ (65,812)	\$ 101,086

NOTE: Proportional share of joint venture net income (loss) is included in the respective amounts shown for Perini Corporation, Perini Building Company, Inc., Perini Management Services, Inc., James A. Cummings, Inc. and Cherry Hill Construction, Inc.

* Equivalent to \$ 8.98 per Depositary Share

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2006
(IN THOUSANDS)

	Perini Corp	Perini Bldg. Co. Inc	Perini Management Services, Inc.	James A. Cummings, Inc.	Rudolph & Slaten, Inc.	Cherry Hill Construction, Inc.	McWayte Realty LLC	Other Subs	Perini Land & Devel Co. & Sub.	Proportional Share of Joint Ventures	Eliminations	Consolidated
Cash Flows from Operating Activities												
Net income	\$ (12,609)	\$ 21,375	\$ 18,751	\$ 2,508	\$ 14,770	\$ (2,880)	\$ 15	\$ -	\$ (394)	\$ -	\$ -	\$ 41,536
Adjustments to reconcile net income to net cash from operating activities -												
Depreciation	1,839	1,243	40	110	2,421	1,596	300	-	-	-	-	7,549
Amortization of deferred expenses and intangible assets	2,352	-	-	-	-	-	26	-	-	-	-	2,378
Restricted stock compensation expense	17,105	-	-	-	-	-	-	-	-	-	-	17,105
Deferred income taxes	15,273	-	-	-	-	-	-	-	-	-	-	15,273
Loss on land held for sale, net	-	-	-	-	-	-	-	-	394	-	-	394
(Gain) loss on sale of property and equipment	(125)	7	-	2	81	(517)	-	-	-	-	-	(552)
Increase in other long-term liabilities	(9,248)	11,658	-	-	(1,328)	-	-	-	-	-	-	1,084
Distributions greater (less) than earnings of joint ventures	(9,257)	(2,080)	(1,047)	460	-	(68)	-	-	-	12,022	-	-
Cash provided from (used by) changes in components of working capital other than cash, current maturities of long-term debt, deferred tax asset and land held for sale, net	(13,181)	(285)	34,280	1,598	25,189	(678)	(13)	-	(205)	(4,164)	(10,414)	32,139
NET CASH PROVIDED FROM (USED BY) OPERATING ACTIVITIES	\$ (7,849)	\$ 31,928	\$ 52,004	\$ 4,678	\$ 41,133	\$ (2,965)	\$ 328	\$ -	\$ (205)	\$ (4,164)	\$ 1,608	\$ 116,808
Cash Flows from Investing Activities												
Acquisition of property and equipment	\$ (2,000)	\$ (14,989)	\$ (21)	\$ (157)	\$ (2,511)	\$ (1,817)	\$ (31)	\$ -	\$ -	\$ -	\$ -	\$ (21,526)
Proceeds from sale of property and equipment	252	32	-	5	80	3,162	-	-	-	-	-	3,531
Carrying cost of land held for sale, net	-	-	-	-	-	-	-	-	(302)	-	-	(302)
Proceeds from sale of available-for-sale securities	-	-	-	-	892	(45)	-	-	-	-	-	647
Investments in other activities	(1,151)	-	-	-	806	-	-	-	-	-	-	(345)
Capital contributions (to) from joint ventures	1,075	(600)	1,133	-	-	-	-	-	-	-	(1,808)	-
Increase (decrease) in intercompany advances	120,366	(21,442)	(53,850)	(1,249)	(51,613)	6,739	38	-	811	-	-	-
NET CASH PROVIDED FROM (USED BY) INVESTING ACTIVITIES	\$ 118,642	\$ (36,989)	\$ (52,538)	\$ (1,401)	\$ (52,348)	\$ 8,039	\$ 7	\$ -	\$ 309	\$ -	\$ (1,808)	\$ (17,885)
Cash Flows from Financing Activities												
Proceeds from long-term debt	\$ 4,120	\$ 5,591	\$ -	\$ -	\$ -	\$ 1,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,486
Reduction of long-term debt	(10,398)	(1,648)	-	-	-	(5,726)	(226)	-	-	-	-	(18,994)
Redemption of \$21.25 Preferred Stock, including payment of accrued dividends	(8,842)	-	-	-	-	-	-	-	-	-	-	(8,842)
Proceeds from exercise of common stock options	1,076	-	-	-	-	-	-	-	-	-	-	1,076
Income tax benefit from stock-based compensation	2,423	-	-	-	-	-	-	-	-	-	-	2,423
Issuance of common stock	330	-	-	-	-	-	-	-	-	-	-	330
Cash settlement of restricted stock units and stock options	(734)	-	-	-	-	-	-	-	-	-	-	(734)
NET CASH PROVIDED FROM (USED BY) FINANCING ACTIVITIES	\$ (12,023)	\$ 3,945	\$ -	\$ -	\$ -	\$ (4,951)	\$ (226)	\$ -	\$ -	\$ -	\$ -	\$ (13,255)
Net Increase (Decrease) in Cash and Equivalents	98,670	(1,126)	(534)	3,277	(11,213)	523	108	-	104	(4,164)	-	85,658
Cash and Cash Equivalents at Beginning of Year	75,828	(6,667)	583	7,520	21,590	310	205	-	378	40,101	-	139,848
Cash and Cash Equivalents at End of Year	\$ 174,498	\$ (7,793)	\$ 49	\$ 10,797	\$ 10,377	\$ 833	\$ 314	\$ -	\$ 482	\$ 35,947	\$ -	\$ 225,504
Supplemental Disclosure of Cash Paid During the Year For												
Interest	\$ 2,299	\$ 450	\$ -	\$ -	\$ -	\$ 582	\$ 582	\$ -	\$ -	\$ -	\$ -	\$ 3,923
Income taxes	\$ 3,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,440
Supplemental Disclosure of Non-cash transaction												
Common stock issued for services	\$ 7,398	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,398

*Perini Corporation and
Subsidiaries*

*Consolidated Financial Statements
for the Year Ended December 31, 2005 and
Additional Information for the Year Ended
December 31, 2005 and
Independent Auditors' Report*

PERINI CORPORATION AND SUBSIDIARIES

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Perini Corporation
Framingham, Massachusetts

We have audited the accompanying consolidated balance sheet of Perini Corporation and subsidiaries (collectively, the "Company") as of December 31, 2005, and related consolidated statements of income, stockholders' equity, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Perini Corporation and subsidiaries as of December 31, 2005, and the results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The additional information listed in the Table of Contents is presented for the purpose of additional analysis and is not a required part of the basic financial statements. This additional information is the responsibility of the Company's management. Such information has been subjected to the auditing procedures applied in our audit of the basic financial statements and, in our opinion, is fairly stated in all material respects when considered in relation to the basic financial statements taken as a whole.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of the Company's internal control over financial reporting as of December 31, 2005, based on the criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report (not included herein) dated March 8, 2006 expressed an unqualified opinion on management's assessment of the effectiveness of the Company's internal control over financial reporting and an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Deloitte & Touche LLP

March 8, 2006

(March 27, 2006 as to the supplemental consolidating schedules and footnote [2](d))

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2005

<u>ASSETS</u>		<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>	
CURRENT ASSETS		CURRENT LIABILITIES-	
Cash, including cash equivalents of \$120,434,000 (Note 1)	\$ 139,848,000	Current maturities of long-term debt (Note 4)	\$ 16,281,000
Accounts receivable, including retainage of \$173,828,000	536,372,000	Accounts payable, including retainage of \$120,585,000	467,079,000
Unbilled work (Note 1)	97,079,000	Deferred contract revenue (Note 1)	83,173,000
Deferred tax asset (Note 5)	12,888,000	Accrued expenses	<u>86,022,000</u>
Other current assets	<u>19,703,000</u>		
Total current assets	<u>\$ 805,890,000</u>	Total current liabilities	<u>\$ 652,555,000</u>
PROPERTY AND EQUIPMENT, at cost (Note 1):		LONG-TERM DEBT, less current maturities included above (Note 4)	<u>\$ 39,969,000</u>
Land	\$ 6,535,000	OTHER LONG-TERM LIABILITIES (Notes 6, 7 and 8)	<u>\$ 39,557,000</u>
Buildings and improvements	28,689,000	 	
Construction equipment	49,587,000	CONTINGENCIES AND COMMITMENTS (Note 2)	
Other equipment	<u>13,949,000</u>	 	
	\$ 98,760,000	STOCKHOLDERS' EQUITY (Notes 1, 7, 8, and 9)	
Less - Accumulated depreciation	<u>25,947,000</u>	Preferred stock, \$1 par value	
Total property and equipment, net	<u>\$ 72,813,000</u>	Authorized—1,000,000 shares	
		Designated—100,000 shares	
		Issued and outstanding—18,593 shares of \$21.25 convertible exchangeable preferred stock (\$4,648,000 aggregate liquidation preference)	\$ 19,000
		Series A Junior participating preferred stock, \$1 par value	
		Designated—200,000 shares	
		Issued—none	
		Stock purchase warrants	461,000
		Common stock, \$1 par value -	
		Authorized—40,000,000 shares	
		Issued—26,037,656 shares	26,038,000
		Additional paid-in capital	116,223,000
		Retained earnings	<u>67,885,000</u>
			<u>\$ 210,626,000</u>
		Accumulated other comprehensive loss	<u>(27,451,000)</u>
		Total stockholders' equity	<u>\$ 183,175,000</u>
	<u>\$ 915,256,000</u>		<u>\$ 915,256,000</u>

The accompanying notes are an integral part of these consolidated financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2005

Revenues (Note 10)	\$ 1,733,477,000
Cost of Operations	<u>1,663,773,000</u>
Gross Profit	\$ 69,704,000
General and Administrative Expenses	<u>61,751,000</u>
INCOME FROM CONSTRUCTION OPERATIONS (Note 10)	\$ 7,953,000
Other Income, Net (Note 6)	971,000
Interest Expense (Note 4)	<u>(2,003,000)</u>
Income Before Income Taxes	\$ 6,921,000
Provision for Income Taxes (Notes 1 and 5)	<u>(2,872,000)</u>
NET INCOME	<u>\$ 4,049,000</u>
Less: Accrued Dividends on \$21.25 Preferred Stock (Note 8)	(990,000)
Plus: Reversal of Accrued Dividends on \$21.25 Preferred Stock based on settlement of lawsuit	<u>2,271,000</u>
NET INCOME AVAILABLE FOR COMMON STOCKHOLDERS	<u>\$ 5,330,000</u>
BASIC EARNINGS PER COMMON SHARE (Note 1)	<u>\$ 0.21</u>
DILUTED EARNINGS PER COMMON SHARE (Note 1)	<u>\$ 0.20</u>
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING (Note 1):	
BASIC	25,518,000
Effect of Dilutive Stock Options, Warrants and Restricted Stock Units Outstanding	<u>632,000</u>
DILUTED	<u>26,150,000</u>

The accompanying notes are an integral part of these consolidated financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2005

	\$21 25 Preferred Stock	Stock Purchase Warrants	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
Balance - December 31, 2004	\$ 56,000	\$ 965,000	\$ 25,233,000	\$ 110,058,000	\$ 64,826,000	\$(27,104,000)	\$ 174,034,000
Net Income	-	-	-	-	4,049,000	-	4,049,000
Other comprehensive loss							
Minimum pension liability (Note 7)	-	-	-	-	-	(347,000)	(347,000)
Total comprehensive income							<u>3,702,000</u>
Preferred Stock dividends accrued (\$21 25 per share*)	-	-	-	-	(990,000)	-	(990,000)
Common stock options and stock purchase warrants exercised	-	(504,000)	291,000	1,297,000	-	-	1,084,000
Income tax benefit attributable to nonqualified stock options and warrants exercised	-	-	-	1,446,000	-	-	1,446,000
Restricted stock compensation expense (Note 9)	-	-	-	3,258,000	-	-	3,258,000
Issuance of Common Stock	-	-	165,000	55,000	-	-	220,000
Reacquisition of Common Stock	-	-	(24,000)	(397,000)	-	-	(421,000)
Settlement of Preferred Stock lawsuit	(37,000)	-	373,000	506,000	-	-	842,000
Balance - December 31, 2005	<u>\$ 19,000</u>	<u>\$ 481,000</u>	<u>\$ 26,038,000</u>	<u>\$ 116,223,000</u>	<u>\$ 67,885,000</u>	<u>\$(27,451,000)</u>	<u>\$ 183,175,000</u>

* Equivalent to \$2 125 per depositary share

The accompanying notes are an integral part of these financial statements

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2005

Cash Flows from Operating Activities:	
Net income	\$ 4,049,000
Adjustments to reconcile net income to net cash used by operating activities:	
Depreciation	5,482,000
Amortization of deferred expenses and intangible assets	1,241,000
Restricted stock compensation expense	3,258,000
Income tax benefit from stock options and warrants exercised	1,448,000
Deferred income taxes	(3,304,000)
Gain on land held for sale, net	(1,566,000)
Gain on sale of property and equipment	(90,000)
Loss on sale of available-for-sale securities	34,000
Increase in other long-term liabilities	1,157,000
Cash provided from (used by) changes in components of working capital other than cash, current maturities of long-term debt, deferred tax asset and land held for sale, net	
Decrease in accounts receivable	37,155,000
Decrease in unbilled work	7,898,000
Increase in other current assets	(11,038,000)
Decrease in accounts payable	(68,733,000)
Increase in deferred contract revenue	10,245,000
Increase in accrued expenses	43,327,000
	<u>\$ 30,339,000</u>
NET CASH PROVIDED FROM OPERATING ACTIVITIES	
Cash Flows from Investing Activities:	
Acquisition of Cherry Hill Construction, Inc., net of cash balance acquired	\$ (19,970,000)
Acquisition of Rudolph and Sletten, Inc., net of cash balance acquired	(53,597,000)
Acquisition of property and equipment	(12,347,000)
Proceeds from sale of property and equipment	1,429,000
Proceeds from land held for sale, net	3,986,000
Proceeds from sale of available-for-sale securities	36,389,000
Investment in other activities	679,000
	<u>\$ (43,451,000)</u>
NET CASH USED BY INVESTING ACTIVITIES	
Cash Flows from Financing Activities:	
Purchase of preferred stock pursuant to settlement of lawsuit	\$ (7,109,000)
Proceeds from long-term debt	35,881,000
Reduction of long-term debt	(12,780,000)
Proceeds from exercise of common stock options and stock purchase warrants	1,084,000
Issuance of common stock	(421,000)
	<u>\$ 16,655,000</u>
NET CASH PROVIDED FROM FINANCING ACTIVITIES	
Net Increase in Cash and Cash Equivalents	\$ 3,543,000
Cash and Cash Equivalents at Beginning of Year	136,305,000
Cash and Cash Equivalents at End of Year (Note 1(j))	<u>\$ 139,848,000</u>
Supplemental Disclosure of Cash Paid During the Year For:	
Interest	<u>\$ 1,808,000</u>
Income taxes	<u>\$ 5,053,000</u>
Supplemental Disclosure of Noncash Transactions:	
Preferred stock exchanged for common stock pursuant to settlement of lawsuit	<u>\$ 7,925,000</u>
Common stock issued for services	<u>\$ 2,562,000</u>
Preferred stock dividends accrued but not paid	<u>\$ 990,000</u>
Reversal of preferred stock dividends previously accrued but no longer required (Note 8)	<u>\$ 2,271,000</u>

The accompanying notes are in integral part of these consolidated financial statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Year Ended December 31, 2005

[1] Summary of Significant Accounting Policies

(a) Nature of Business

The Company was incorporated in 1918 as a successor to businesses which had been engaged in providing construction services since 1894. The Company provides diversified general contracting, construction management and design-build services to private clients and public agencies throughout the world. The Company's construction business is conducted through three basic segments or operations: building, civil and management services. The Company offers general contracting, pre-construction planning and comprehensive project management services, including the planning and scheduling of the manpower, equipment, materials and subcontractors required for the timely completion of a project in accordance with the terms and specifications contained in a construction contract. The Company also offers self-performed construction services, including site work, concrete forming and placement and steel erection. The Company provides these services by using traditional general contracting arrangements, such as fixed price, guaranteed maximum price and cost plus fee contracts and, to a lesser extent, construction management or design-build contracting arrangements.

In an effort to limit its financial and/or operational risk on certain large or complex projects, the Company participates in construction joint ventures, often as sponsor or manager of the project, for the purpose of bidding and, if awarded, providing the agreed upon construction services. Each participant usually agrees in advance to provide a predetermined percentage of capital, as required, and to share in the same percentage of profit or loss of the project.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of Perini Corporation and its wholly owned subsidiaries (the "Company"). The Company's interests in construction joint ventures are accounted for using the proportionate consolidation method whereby the Company's proportionate share of each joint venture's assets, liabilities, revenues and cost of operations are included in the appropriate classifications in the consolidated financial statements. All significant intercompany transactions and balances have been eliminated in consolidation.

(c) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's construction business involves making significant estimates and assumptions in the normal course of business relating to its contracts and joint venture contracts due to, among other things, the one-of-a-kind nature of most of its projects, the long-term duration of its contract cycle and the type of contract utilized. The most significant estimates with regard to these financial statements relate to the estimating of total forecasted construction contract revenues, costs and profits in accordance with accounting for long-term contracts (see Note 1(d) below) and estimating potential liabilities in conjunction with certain contingencies, including the outcome of pending or future litigation, arbitration or other dispute resolution proceedings relating to contract claims (see Note 2 below). Actual results could differ in the near term from these estimates and such differences could be material.

(d) Method of Accounting for Contracts

Revenues and profits from the Company's contracts and construction joint venture contracts are generally recognized by applying percentages of completion for the period to the total estimated profits for the respective contracts. Percentage of completion is determined by relating the actual cost of the work performed to date to the current estimated total cost of the respective contracts. However, on construction management contracts, profit is generally recognized in accordance with the contract terms, usually on the as billed method, which is generally consistent with the level of effort incurred over the contract period. When the estimate on a contract indicates a loss, the Company's policy is to record the entire loss during the accounting period in which it is estimated. In the ordinary course of business, at a minimum on a quarterly basis, the Company prepares updated estimates of the total forecasted revenue, cost and profit or loss for each contract. The cumulative effect of revisions in estimates of the total forecasted revenue and costs, including unapproved change orders and claims, during the course of the work is reflected in the accounting period in which the facts that caused the revision become known. The financial impact of these revisions to any one contract is a function of both the amount of the revision and the percentage of completion of the contract. An amount equal to the costs

[1] Summary of Significant Accounting Policies (continued)

(d) Method of Accounting for Contracts (continued)

incurred which are attributable to unapproved change orders and claims is included in the total estimated revenue when realization is probable. Profit from unapproved change orders and claims is recorded in the period such amounts are resolved.

In accordance with normal practice in the construction industry, the Company includes in current assets and current liabilities amounts related to construction contracts realizable and payable over a period in excess of one year. Deferred contract revenue represents the excess of billings to date over the amount of contract costs and profits (or contract revenue) recognized to date on the percentage of completion accounting method on certain contracts. Unbilled work represents the excess of contract costs and profits (or contract revenue) recognized to date on the percentage of completion accounting method over billings to date on the remaining contracts. Unbilled work results when (1) the appropriate contract revenue amount has been recognized in accordance with the percentage of completion accounting method, but a portion of the revenue recorded cannot be billed currently due to the billing terms defined in the contract and/or (2) costs, recorded at estimated realizable value, related to unapproved change orders or claims are incurred. Unbilled work related to the Company's contracts and joint venture contracts at December 31, 2005 consisted of the following (in thousands):

Unbilled costs and profits incurred to date*	\$ 30,108
Unapproved change orders	7,067
Claims	59,904
	<u>\$ 97,079</u>

* Represents the excess of contract costs and profits recognized to date on the percentage of completion accounting method over billings to date on certain contracts.

Of the balance of "unapproved change orders" and "claims" included above in unbilled work at December 31, 2005, approximately \$36.7 million is the amount subject to pending litigation or dispute resolution proceedings as described in Note 2, "Contingencies and Commitments". This amount is management's estimate of the probable recovery from the disputed claims considering such factors as evaluation of entitlement, settlements reached to date and knowledge of customer. In the event that future facts and circumstances, including the resolution of disputed claims, cause a reduction in the aggregate amount of the estimated probable recovery from the disputed claims, the amount of such reduction will be recorded against future earnings in the relevant period.

The prerequisite for billing "Unbilled costs and profits incurred to date" is provided in the defined billing terms of each of the applicable contracts. The prerequisite for billing "Unapproved change orders" or "Claims" is the final resolution and agreement between the parties. The amount of unbilled work at December 31, 2005 estimated by management to be collected beyond one year is approximately \$32.8 million.

(e) Property and Equipment

Land, buildings and improvements, construction and computer-related equipment and other equipment are recorded at cost. Prior to May 1, 2005, depreciation was calculated primarily using accelerated methods for construction and computer-related equipment over lives from three to seven years and the straight-line method for the remaining depreciable property over lives from three to thirty years with no provision for estimated salvage values.

In conjunction with the finalization of the purchase price allocation for the acquisition of Cherry Hill Construction, Inc. ("Cherry Hill") (see Note 3 below), the Company adjusted the estimated useful lives and estimated salvage values of the Cherry Hill fixed assets. Additionally, effective May 1, 2005, the Company prospectively changed its method of calculating depreciation for construction and computer-related equipment from accelerated methods to the straight-line method. As a result of these changes, the Cherry

[1] Summary of Significant Accounting Policies (continued)

(e) Property and Equipment (continued)

Hill fixed assets and fixed assets acquired by the Company on or after May 1, 2005 will have depreciation provided based on estimated useful lives ranging from five to twenty years and estimated salvage values ranging from ten to forty percent of the acquisition cost. Cherry Hill's previous policy, which continued to be applied by the Company up until the finalization of the purchase price allocation, was to provide depreciation on a straight-line basis over lives ranging from five to thirty-nine years with no provision for estimated salvage values. The Company's previous policy will continue to apply to fixed assets acquired prior to May 1, 2005 (except for the Cherry Hill fixed assets). These changes were adopted to recognize a more realistic periodic charge to income based on the Company's historical experience as well as to enhance financial statement comparability with most other public construction companies.

The effect of the change in depreciation policy in 2005 was to increase net income for the year ended December 31, 2005 by approximately \$0.7 million (81% of which relates to the Cherry Hill fixed assets acquired effective January 1, 2005) and to increase basic and diluted earnings per common share by \$0.03 and \$0.02, respectively. Since the new depreciation policy was applied on a prospective basis and fixed assets acquired prior to May 1, 2005 have continued to be depreciated under the policy previously in effect, the cumulative effect of a change in accounting principle or pro forma effects of retroactive application disclosure is not required in accordance with the provisions of Accounting Principles Board Opinion No 20, "Accounting Changes".

(f) Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is evaluated by comparing the carrying value of the asset to the undiscounted cash flows associated with the affected assets. When this comparison indicates that the carrying value of the asset is greater than the undiscounted cash flows, a loss is recognized for the difference between the carrying value and estimated fair value. Fair value is determined based on market quotes, if available, or is based on valuation techniques.

(g) Goodwill

Goodwill included in the accompanying Consolidated Balance Sheet represents the excess of the costs of subsidiaries acquired over the fair value of their net assets as of the dates of acquisition as summarized in the following table (in thousands)

Perini Building Company, Inc	\$ 1,017
James A. Cummings, Inc	11,661
Rudolph and Sletten, Inc	14,028
Total	<u>\$ 26,706</u>

In accordance with SFAS No 142, "Goodwill and Other Intangible Assets", the Company assesses the amount of goodwill for impairment by applying a fair value test, at a minimum, annually as of December 31. Based on the initial and annual impairment tests completed for 2005, the Company concluded that goodwill was not impaired.

(h) Income Taxes

The Company accounts for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes". (See Note 5). Deferred income tax assets and liabilities are recognized for the effects of temporary differences between the financial statement carrying amounts and the income tax basis of assets and liabilities using tax rates expected to be in effect when such differences reverse. In addition, future tax benefits, such as net operating loss carryforwards, are recognized currently to the extent such benefits are more likely than not to be realized as an economic benefit in the form of a reduction of income taxes in future years.

[1] Summary of Significant Accounting Policies (continued)

(i) Earnings Per Common Share

Earnings per common share amounts were calculated in accordance with SFAS No. 128, "Earnings per Share". Basic earnings per common share was computed by dividing net income less dividends accrued on the \$21.25 Preferred Stock plus the reversal of approximately \$2.3 million of previously accrued and unpaid dividends on the \$21.25 Preferred Stock no longer required (see Note 8) by the weighted average number of common shares outstanding. Diluted earnings per common share was similarly computed after giving consideration to the dilutive effect of stock options, warrants and restricted stock units outstanding on the weighted average number of common shares outstanding.

There were no options whose exercise price exceeded the average market price of the Common Stock at December 31, 2005. In addition, the effect of the assumed conversion of the Company's outstanding \$21.25 Preferred Stock into Common Stock is antidilutive at December 31, 2005.

(j) Cash and Cash Equivalents

Cash equivalents include short-term, highly liquid investments with original maturities of three months or less.

Cash and cash equivalents as reported in the accompanying Consolidated Balance Sheet consist of amounts held by the Company that are available for general corporate purposes and the Company's proportionate share of amounts held by construction joint ventures that are available only for joint venture-related uses. Cash held by construction joint ventures is distributed from time to time to the Company and to the other joint venture participants in accordance with their percentage interest after the joint venture partners determine that a cash distribution is prudent. Cash distributions received by the Company from its construction joint ventures are then available for general corporate purposes. At December 31, 2005, cash and cash equivalents consisted of the following (in thousands).

Corporate cash and cash equivalents (available for general corporate purposes)	\$ 99,747
Company's share of joint venture cash and cash equivalents (available only for joint venture purposes, including future distributions)	<u>40,101</u>
	<u>\$ 139,848</u>

(k) Stock-Based Compensation

The Company accounts for stock-based employee and director compensation costs in accordance with SFAS No. 123, "Accounting for Stock-Based Compensation" as amended by SFAS No. 148, "Accounting for Stock-Based Compensation - Transition and Disclosure" ("SFAS No. 148"), utilizing the modified prospective transition method as described in SFAS No. 148.

(l) Fair Value of Financial Instruments

The carrying amount of cash and cash equivalents approximates fair value due to the short-term nature of these items. The carrying value of receivables, payables and other amounts arising out of normal contract activities, including retentions, which may be settled beyond one year, is estimated to approximate fair value. See Note 4 for disclosure of the fair value of long-term debt.

(1) Summary of Significant Accounting Policies (continued)

(m) New Accounting Pronouncements

In December 2004, the FASB issued Statement of Financial Accounting Standards No. 123R, "Share-Based Payment" ("SFAS No. 123R") SFAS No. 123R is a revision of SFAS No. 123, "Accounting for Stock-Based Compensation" and supersedes Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and its related implementation guidance. SFAS No. 123R focuses primarily on accounting for transactions in which an entity obtains employee services in share-based payment transactions. SFAS No. 123R requires entities to recognize stock compensation expense for awards of equity instruments to employees based on the grant date fair value of those awards (with limited exceptions). In addition, SFAS 123R requires that the excess tax benefits related to stock compensation be reported as a financing cash inflow rather than a reduction of taxes paid in cash flow from operations. SFAS No. 123R is effective for the Company's first interim or annual reporting period that begins on January 1, 2006. The Company will adopt SFAS No. 123R using the modified prospective application method. The Company believes that the adoption of the provisions of SFAS No. 123R will not have a material impact on its consolidated financial position or results of operations.

[2] Contingencies and Commitments

(a) Mergentime - Perini Joint Ventures vs. WMATA Matter

On May 11, 1990, contracts with two joint ventures in which Perini Corporation, or Perini, held a 40% interest were terminated by the Washington Metropolitan Area Transit Authority, or WMATA, on two subway construction projects in the District of Columbia. The contracts were awarded to the joint ventures in 1985 and 1986. However, Perini and Mergentime Corporation, or Mergentime, the 60% managing partner, entered into an agreement in 1987 under which Perini withdrew from the joint ventures and Mergentime assumed complete control over the performance of both projects. This agreement did not relieve Perini of its responsibilities to WMATA as a joint venture partner. After Perini withdrew from the joint ventures, Mergentime and WMATA had a dispute regarding progress on the projects. After both construction contracts were terminated, WMATA retained Perini, acting independently, to complete both projects.

The joint ventures brought an action in the United States District Court for the District of Columbia against WMATA, seeking damages for delays, unpaid extra work and wrongful termination and WMATA brought an action against the joint ventures seeking damages for additional costs to complete the projects. After a bench trial, the District Court found the joint ventures liable to WMATA for damages in the amount of approximately \$16.5 million and WMATA liable to the joint ventures for damages in the amount of approximately \$4.3 million.

The joint ventures appealed the judgment to the United States Court of Appeals for the District of Columbia, and on February 16, 1999, the Court of Appeals vacated the District Court's final judgment and ordered the District Court to review its prior findings and hold further hearings in regard to the joint venture's affirmative claims. In addition, the Court of Appeals held that post-judgment interest on any of the claims would not accrue until final judgment was entered sometime in the future.

On February 28, 2001, a successor District Court Judge informed the parties that he could not certify adequate familiarity with the record to complete the remaining proceedings; therefore, he granted the joint ventures' motion for a new trial. A new trial was completed in January 2002. On November 28, 2005, the U.S. District Court for the District of Columbia issued an Opinion and Order resolving the 2002 trial. The District Court found the joint ventures liable to WMATA for \$21.8 million "plus prejudgment interest at the statutory rate."

In December 2005, the parties submitted papers to the Court on the appropriate award of "prejudgment interest at the statutory rate" due to each party. The parties disputed whether WMATA was entitled to prejudgment interest on all of its claims and on the appropriate statutory rate of interest. On February 22, 2006, the Court issued an Opinion and Order resolving the prejudgment interest issues, and awarded WMATA \$19.1 million in prejudgment interest. The Court also clarified certain aspects of its award of

[2] Contingencies and Commitments (continued)

(a) Mergentime - Perini Joint Ventures vs. WMATA Matter (continued)

compensatory damages to WMATA. As a result, on February 22, 2006, the Court entered a final judgment awarding WMATA \$21.2 million in compensatory damages plus the \$19.1 million in prejudgment interest. The Company recorded an after-tax charge of \$24.9 million, or \$0.95 per diluted share, in 2005 as a result of the Court's award.

(b) Tutor-Saliba-Perini Joint Venture vs. Los Angeles MTA Matter

During 1995, a joint venture, Tutor-Saliba-Perini, or the Joint Venture, in which Perini Corporation, or Perini, is the 40% minority partner and Tutor-Saliba Corporation, or Tutor-Saliba, of Sylmar, California is the 60% managing partner, filed a complaint in the Superior Court of the State of California for the County of Los Angeles against the Los Angeles County Metropolitan Transportation Authority, or the LAMTA, seeking to recover costs for extra work required by the LAMTA in connection with the construction of certain tunnel and station projects. In February 1999, the LAMTA countered with civil claims under the California False Claims Act against the Joint Venture, Tutor-Saliba and Perini jointly and severally (together, TSP). Ronald N. Tutor, the Chairman and Chief Executive Officer of Perini since March 2000, is also the chief executive officer and the sole stockholder of Tutor-Saliba.

Claims concerning the construction of the LAMTA projects were tried in 2001. During the trial, based on the Joint Venture's alleged failure to comply with the Court's discovery orders, the Judge issued terminating sanctions that resulted in a substantial judgment against TSP.

TSP appealed and, on January 25, 2005, the State of California Court of Appeal reversed the trial court's entire judgment and found that the trial court judge had abused his discretion and had violated TSP's due process rights, and had imposed impermissibly overbroad terminating sanctions. The Court of Appeal also directed the trial court to dismiss LAMTA's claims that TSP had violated the Unfair Competition Law ("UCL") because LAMTA lacked standing to bring such a claim, and remanded the Joint Venture's claims against LAMTA for extra work required by LAMTA and LAMTA's counterclaim under the California False Claim Act against TSP to the trial court for further proceedings, including a new trial. The LAMTA petitioned the Court of Appeal for rehearing and the California Supreme Court for review. Both petitions were denied and the case was remanded and has been reassigned for a new trial.

The LAMTA recently sought to amend its Cross-Complaint to expand on existing causes of action, to add statutory causes of action, and to add the District Attorney as a party in order to have a plaintiff with standing to assert a UCL claim. The Court's order on LAMTA's motion is pending.

The ultimate financial impact of the lawsuit is not yet determinable. Therefore, no provision for loss, if any, has been recorded in the financial statements

(c) City of San Francisco vs. Tutor-Saliba, Perini & Buckley Joint Venture Matter

In November 2002, the San Francisco City Attorney, on behalf of the City and County of San Francisco and the citizens of California, filed a civil action with a demand for a jury trial against the Tutor-Saliba, Perini & Buckley Joint Venture, or the Joint Venture, Perini Corporation, or Perini, Tutor-Saliba Corporation, or Tutor-Saliba, Buckley & Company, Inc., or Buckley, and their bonding companies in the United States District Court in San Francisco relating to six projects for work on the expansion of the San Francisco International Airport. A second amended complaint was filed in July 2003 which, among other things, added Ronald N. Tutor as a defendant. The Joint Venture was established by Tutor-Saliba, Perini and Buckley through two joint venture agreements dated October 28, 1996 and February 11, 1997. The Joint Venture had agreements with the Owner to perform work ("Contracts") on two of the above projects ("Projects") and, as part of those Contracts, the Joint Venture provided performance and payment bonds to the Owner ("Bonds")

[2] Contingencies and Commitments (continued)

(c) City of San Francisco vs. Tutor-Saliba, Perini & Buckley Joint Venture Matter (continued)

In May 2004, the Court granted substantial portions of the defendants' motion to dismiss the plaintiffs' second amended complaint with leave to amend certain causes of action. In June 2004, the plaintiffs filed their third amended complaint. In the third amended complaint, the plaintiffs alleged, among other things, various overcharges, bidding violations, violations of minority contracting regulations, civil fraud, violation of the California False Claims and Unfair Competition Acts and breach of contract. In addition, the plaintiffs alleged that the defendants had violated the United States Racketeer Influenced Corrupt Organizations Act ("RICO"). The plaintiffs asserted approximately \$45 million in actual damages against the Joint Venture and each of its partners as well as substantial liquidated damages, treble damages, punitive and exemplary damages, various civil penalties and a declaration that Tutor-Saliba and the Joint Venture are irresponsible bidders.

The defendants filed a Motion to Dismiss the Third Amended Complaint in August 2004. The Court ruled on the Motion to Dismiss, granting it in part, and denying it in part. Specifically, the Court dismissed one of the two bases plaintiff's alleged to establish a RICO action; the breach of contract claim against Tutor-Saliba and the Joint Venture for their alleged violations of minority contracting regulations, and the request that the Court declare Tutor-Saliba and the Joint Venture to be irresponsible bidders.

On February 17, 2006, the San Francisco City Attorney, on behalf of the citizens of California entered into a Settlement Agreement and Release (the "Agreement") with the Joint Venture, Tutor-Saliba, Perini, Buckley and Ronald N Tutor that will entirely resolve the subject case. The Agreement must be approved and executed, or rejected, by the Board of Supervisors and the Airport Commission of the City and County of San Francisco by May 30, 2006, and signed by the other remaining parties. The subject case will be dismissed, with prejudice, within ten days of the approval and execution of the Agreement.

The Agreement resolves all issues of disputed liability. In the Agreement, among other things, the defendants expressly deny any liability, fault or wrongdoing and the plaintiffs agree, with certain non-material exceptions, not to bring any further action of any type against the defendants concerning the Projects and to release the defendants from all claims, etc., arising from or related to the allegations that were raised or could have been raised in the subject case.

Tutor-Saliba is the managing partner of the Joint Venture and, in December 1997, Perini sold its entire 20% interest in the Joint Venture to Tutor-Saliba. As part of that sale agreement, Tutor-Saliba agreed to indemnify Perini from any liability that Perini is required to pay by reason of or arising out of any event or occurrence subsequent to the date of the sale of Perini's interest in the Joint Venture in any way connected with the joint venture agreements, the Contracts, the Projects and the Bonds. Pursuant to its indemnity of Perini, Tutor-Saliba shall pay any and all amounts of the Agreement for which Perini might otherwise be liable.

(d) Redondo/Perini Joint Venture vs. Siemens Transportation Matter

This is a binding arbitration proceeding arising out of a contract between the Redondo/Perini Joint Venture, or RPJV, a joint venture in which Perini and Redondo Construction Corp., or Redondo, each have a 50% interest and the Siemens Transportation Partnership, S.E., Puerto Rico, or STP. STP is constructing a public metropolitan passenger rail transportation project for the Commonwealth of Puerto Rico and RPJV is responsible for the design and construction of a portion of the project.

On March 19, 2002, Redondo filed a petition for reorganization under 11 U.S.C Chapter 11 in U.S Bankruptcy Court for the District of Puerto Rico. On December 23, 2002, RPJV filed an arbitration demand against STP seeking the recovery of additional costs related to design changes and the late completion of the design. On January 31, 2003, STP filed a counter-demand against RPJV seeking the recovery of damages allegedly related to defects in design and construction and the late completion of RPJV's work along with the repayment for alleged advances previously paid to RPJV.

[2] Contingencies and Commitments (continued)

(d) Redondo/Perini Joint Venture vs. Siemens Transportation Matter (continued)

On October 7, 2004, STP filed suit against Perini in New York State court seeking enforcement against Perini of a Guaranty Agreement that allegedly guarantees the performance and payment obligations of the subject RPJV/Siemens Contract in an amount to be determined at trial, but not less than \$27 million. This action has been stayed pending the arbitration.

On December 3, 2004, the Arbitrators dismissed RPJV's claims for general delay damages, and general conditions, its claim for damages under cardinal change theory and the claim amount of a subcontractor. That decision reduced RPJV's claim to \$46.7 million. A substantial portion of STP's counterclaim of approximately \$26 million was dismissed by the Panel. That decision reduced STP's counterclaim to approximately \$1.0 million. Testimony on Phase I of the arbitration was concluded on January 24, 2006.

On March 14, 2006, the arbitration panel issued a final award on Phase I, awarding RPJV approximately \$16.2 million on its claim and STP approximately \$0.5 million on its claim, for a net award to RPJV of approximately \$15.7 million, payable in thirty days. The Arbitrators also deferred decision on approximately \$15.5 million of RPJV's Phase I claims until the conclusion of Phase II of the arbitration.

Management has made an estimate of the anticipated total cost recovery on this project and it is included in revenue recorded to date. To the extent new facts become known or the final cost recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

(e) Perini/Kiewit/Cashman Joint Venture-Central Artery/Tunnel Project Matter

Perini/Kiewit/Cashman Joint Venture, or PKC, a joint venture in which Perini holds a 56% interest and is the managing partner, is currently pursuing a series of claims for additional contract time and/or compensation against the Massachusetts Highway Department, or MHD, for work performed by PKC on a portion of the Central Artery/Tunnel project in Boston, Massachusetts. During construction, MHD ordered PKC to perform changes to the work and issued related direct cost changes with an estimated value, excluding time delay and inefficiency costs, in excess of \$100 million. In addition, PKC encountered a number of unforeseen conditions during construction that greatly increased PKC's cost of performance.

Certain of PKC's claims have been presented to a Disputes Review Board, or the DRB, which consists of three construction experts chosen by the parties. To date, the DRB has ruled on a binding basis that PKC is entitled to additional compensation for its contract time delay claim in the amount of \$17.4 million. On March 20, 2002, the Superior Court of the Commonwealth of Massachusetts approved PKC's request to confirm the DRB's \$17.4 million award. The MHD has appealed the Superior Court decision to the Appeals Court of the Commonwealth of Massachusetts and the appeal is pending. Oral argument was held on October 19, 2005.

The DRB has also ruled on a binding basis that PKC is entitled to four additional compensation awards totaling \$41.7 million for impacts and inefficiencies caused by MHD to certain of PKC's work. MHD has filed actions in the Massachusetts Superior Court seeking to vacate these awards, and PKC has answered, seeking to confirm them. PKC is awaiting a decision from the Court on cross-motions in two of these actions, which were argued in February 2005. The third and fourth actions have not yet been heard.

Under the Dispute Resolution Rules of the contract, either party may periodically terminate the services of some or all of the DRB members, provided that members who are removed under this provision will remain on the DRB through the completion of any then pending claims. The MHD removed the "Second DRB" members under this provision, although those members continued to hear claims that were pending when it was terminated. Replacement ("Third") DRB members have been agreed upon and have begun hearing claims. The remaining claims to be decided by the Third DRB on a binding basis have an anticipated value of approximately \$104 million (exclusive of interest). Hearings are scheduled before the Third DRB throughout 2006 and into early 2007.

[2] Contingencies and Commitments (continued)

(e) Perini/Kiewit/Cashman Joint Venture-Central Artery/Tunnel Project Matter (continued)

Management has made an estimate of the total anticipated cost recovery on this project and it is included in revenue recorded to date. To the extent new facts become known or the final cost recovery included in the claim settlement varies from this estimate, the impact of the change will be reflected in the financial statements at that time.

On August 14, 2002, the Massachusetts Attorney General's office, pursuant to its authority under the Massachusetts False Claims Act, served a Civil Investigative Demand ("CID") on Perini and the other joint venture partners. The CID sought the production of certain construction claims documentation in connection with the Central Artery/Tunnel Contract No. C11A1. In September 2004, the Attorney General's office presented a list of items that it believed constitute possible false claims. PKC made a responsive presentation to the Attorney General's office in January 2005. PKC vigorously denies that it submitted any false claims and is cooperating with the Attorney General's office in the ongoing investigation.

(f) \$21.25 Preferred Shareholders Class Action Lawsuit

On October 15, 2002, Frederick Doppelt, Arthur I. Caplan and Leland D. Zulch filed a lawsuit individually, and as representatives of a class of holders of the Company's \$21.25 Depositary Convertible Exchangeable Preferred Shares, representing 1/10 Share of \$21.25 Convertible Exchangeable Preferred Stock ("Depositary Shares"), against certain current and former directors of Perini. Mr. Doppelt was then a current director of Perini and Mr. Caplan was a former director of Perini. Specifically, the original complaint alleged that the defendants breached their fiduciary duties owed to the holders of the Depositary Shares and to Perini. The plaintiffs principally alleged that the defendants improperly authorized the exchange of Series B Preferred Stock for common stock while simultaneously refusing to pay accrued dividends due on the Depositary Shares.

In July 2003, the plaintiffs filed an amended complaint. The amended complaint added an allegation that the defendants had further breached their fiduciary duties by authorizing a tender offer for the purchase of up to 90% of the Depositary Shares and an allegation that the collective actions of the defendants constitute unfair and deceptive business practices under the provisions of the Massachusetts Consumer Protection Act. The amended complaint withdrew the allegation of a breach of fiduciary duty owed to Perini, but retained the allegation with respect to a breach of those duties owed to the holders of the Depositary Shares.

On April 12, 2004, pursuant to Defendants' Motions to Dismiss, the Court dismissed the claim under the Massachusetts Consumer Protection Act. The Court did not dismiss the claim for breach of fiduciary duty, except as such claim relates to the tender offer for the purchase of the Company's Depositary Shares. Pursuant to the Court's April 12, 2004 Order, in May 2004 the plaintiffs filed a third amended complaint and a motion for class certification. Defendants filed an answer denying any and all claims of wrongdoing and asserting affirmative defenses.

On November 30, 2004, Perini announced that the parties had reached an agreement for settlement of the Action. Under the terms of the settlement, Perini would purchase all of the Depositary Shares submitted in the settlement for consideration per share of \$19.00 in cash and one share of Perini common stock.

On April 19, 2005, the District Court of Massachusetts conditionally certified a class of holders of Depositary Shares for purposes of settlement only. On May 5, 2005, the Court preliminarily approved the settlement as being fair, just, reasonable and adequate, pending a final hearing.

On September 21, 2005, the Court gave final approval to the settlement as being fair, just, reasonable and adequate.

The settlement and the number of Depositary Shares participating in the settlement became final on October 24, 2005. Under the terms of the settlement, effective November 2, 2005, the Company purchased all of the 374,185 participating Depositary Shares that were submitted for \$19.00 in cash and one share of

[2] Contingencies and Commitments (continued)

(f) \$21.25 Preferred Shareholders Class Action Lawsuit (continued)

the Company's common stock for each Depository Share for an aggregate of roughly \$7.1 million in cash and 374,185 shares of common stock. Following consummation of the settlement, 185,088 Depository Shares remain outstanding and Frederick Doppelt resigned from his position as a director of Perini.

[3] Acquisitions

(a) Rudolph and Sletten, Inc.

On October 3, 2005, the Company completed the acquisition of 100% of the outstanding capital stock of Rudolph and Sletten, Inc. ("Rudolph & Sletten"), a privately held construction and construction management company, for approximately \$55.5 million in cash, including \$0.2 million of other direct acquisition costs. Based in Redwood City, California, and covering the major California construction markets of Los Angeles, Silicon Valley, San Francisco and Sacramento, Rudolph & Sletten is an established building contractor and construction management company specializing in corporate campuses, healthcare, biotech, pharmaceutical and high-tech projects. The acquisition will expand the Company's building construction market presence on the west coast of the United States. In addition, the Company expects to realize significant synergy from the acquisition by deploying Rudolph & Sletten's resources in regional gaming and hospitality markets in California and other locations. The acquisition was effective as of October 3, 2005 and, accordingly, Rudolph & Sletten's financial results are included in the Company's consolidated results of operations and financial position beginning October 3, 2005.

The transaction was accounted for using the purchase method of accounting as required by SFAS No. 141, "Business Combinations". The Company has not yet completed the final allocation of the purchase price to tangible and intangible assets of Rudolph & Sletten. Pending the outcome of further analysis and third party valuations of the assets acquired, the preliminary purchase price allocation could change. The following table summarizes the estimated fair value of the assets acquired and liabilities assumed as of October 3, 2005 (in thousands):

Current assets	\$ 214,823
Property and equipment, net	17,625
Other long-term assets	1,758
Goodwill	14,028
Intangible assets	6,700
Total assets acquired	\$ 254,934
Current liabilities	(194,388)
Other long-term liabilities	(2,803)
Long-term deferred tax liabilities	(2,283)
Total Acquisition Costs	\$ 55,460

The \$14.0 million of "Goodwill" referred to above has been allocated to the building construction segment and will not be deductible for tax purposes. Goodwill and intangible assets with an indefinite life recorded in the acquisition were tested in 2005 and will be tested periodically in the future for impairment as required by SFAS No. 142, "Goodwill and Other Intangible Assets."

The following table identifies the intangible assets acquired and their respective amortization period. The amounts assigned to intangible assets represent the Company's estimate of the fair value of the intangible assets acquired as of October 3, 2005 and were based on a preliminary independent appraisal

[3] Acquisitions (continued)

(a) Rudolph and Sletten, Inc. (continued)

	Amount	Amortization
	(in thousands)	Period
Construction contract backlog	\$ 2,290	3 years
Customer relationships	2,580	10 years
Non-compete agreements	960	5 years
Rudolph & Sletten trademark	850	n.a.
Construction permits and licenses	20	1 year
Total intangible assets acquired	<u>\$ 6,700</u>	

(b) Cherry Hill Construction, Inc.

On January 21, 2005, the Company completed the acquisition of 100% of the outstanding capital stock of Cherry Hill Construction, Inc. ("Cherry Hill"), a privately held construction company based in Jessup, Maryland, for approximately \$22.0 million in cash. Cherry Hill is an established civil contractor operating in the Mid-Atlantic and Southeast regions specializing in excavation, foundations, paving and construction of civil infrastructure. Cherry Hill's strong regional reputation for civil construction projects and its complementary client base provide a strategic fit with the Company's existing operations and extend the Company's civil construction presence into the Mid-Atlantic and Southeast regions of the United States. The acquisition was effective as of January 1, 2005 and, accordingly, Cherry Hill's financial results are included in the Company's consolidated results of operations and financial position beginning in the first quarter of 2005.

The transaction was accounted for using the purchase method of accounting as required by SFAS No. 141, "Business Combinations". The cost to acquire Cherry Hill, which consists of the \$22.0 million cash consideration referred to above and \$0.4 million of other direct acquisition costs, was less than the estimated fair value of the assets acquired less the liabilities assumed. The resulting excess of the fair value of acquired net assets over cost was generally allocated as a pro rata reduction of the estimated fair value of the non-current assets acquired in accordance with SFAS No. 141. The following table summarizes fair value of the assets acquired and liabilities assumed as of January 1, 2005 after the allocation described above (in thousands):

Current assets	\$ 46,920
Property and equipment, net	32,155
Other long-term assets	376
Intangible assets	790
Total assets acquired	<u>\$ 80,241</u>
Current liabilities	(39,604)
Long-term debt	(12,167)
Long-term deferred tax liabilities	<u>(6,023)</u>
Total Acquisition Costs	<u>\$ 22,447</u>

The amount assigned to intangible assets primarily represents the Company's estimate of the fair value of contract backlog acquired as of January 1, 2005 and was based on an independent appraisal. The intangible assets will be amortized using the straight-line method over an approximate 2.5-year period based on the estimated durations of the contracts acquired.

[3] Acquisitions (continued)

(c) Pro Forma Results of Operations

The acquisition of Cherry Hill was effective as of January 1, 2005 and, accordingly, the Company's 2005 results include Cherry Hill for the full year. The acquisition of Rudolph & Sletten was effective as of October 3, 2005 and, accordingly, the Company's 2005 results include Rudolph & Sletten for only the fourth quarter of 2005. Therefore, the following pro forma financial information is presented to include the results of Rudolph & Sletten as if it was acquired on January 1, 2005.

	Year Ended December 31, 2005 Pro Forma (unaudited)
Revenues	\$ 2,197,324
Gross Profit	\$ 96,369
Net Income	\$ 6,574
Basic earnings per common share	\$ 0.31
Diluted earnings per common share	\$ 0.30

The pro forma results have been prepared for comparative purposes only and include certain adjustments such as (i) increased interest expense on acquisition debt; (ii) adjustments to depreciation expense resulting from the adjustment of fixed asset bases to fair value at acquisition; (iii) additional amortization expense related to intangible assets arising from the acquisition of Rudolph & Sletten; and (iv) to reflect a statutory income tax rate on the pretax income of Rudolph & Sletten as well as on the applicable pro forma income adjustments made. In addition, the pro forma results include adjustments to reflect (i) the elimination of a non-recurring gain on sale of certain real estate properties by Rudolph & Sletten that was specifically excluded from the acquisition, and (ii) to reflect the elimination of compensation and payroll burden expense of certain Rudolph & Sletten executives who resigned in accordance with the terms of the stock purchase agreement. The pro forma results are not necessarily indicative either of the results of the operations that actually would have resulted had the acquisition of Rudolph & Sletten been in effect on January 1, 2005 or of future results.

[4] Financial Commitments

Long-term Debt

Long-term debt of the Company at December 31, 2005 consists of the following (in thousands).

	2005
Borrowings under revolving credit facility at an average rate of 6.8%	\$ -
Borrowings under term loan at an average rate of 6.4%	28,500
Mortgage on corporate headquarters building, at a rate of 8.96% payable in equal monthly installments over a ten year period, with a balloon payment of approximately \$5.3 million in 2010	6,597
Mortgage on office building, at a rate of 5.68% payable in equal monthly installments over a five year period, with a balloon payment of \$1.4 million in 2008	1,568
Mortgage on office building, at a rate of 7.75% payable in equal monthly installments over a five year period, with a balloon payment of \$1.8 million in 2006	1,813
Other mortgages	1,882
Other indebtedness, primarily equipment financing at rates ranging from 0% to 7.5%	15,890
Total	\$ 56,250
Less - current maturities	16,281
Net long-term debt	\$ 39,969

[4] Financial Commitments (continued)

Payments required under these obligations amount to approximately \$16,281,000 in 2006, \$11,783,000 in 2007, \$10,959,000 in 2008, \$7,165,000 in 2009, and \$10,062,000 in 2010.

On October 14, 2005, the Company entered into an Amended and Restated Credit Agreement with Bank of America, N.A. and TD Banknorth (the "Amended Agreement"). The Amended Agreement amends and restates in its entirety the Company's previously existing credit agreement dated as of January 23, 2002, as amended through March 31, 2005 (the "Existing Agreement")

The Amended Agreement provides for a secured revolving credit facility (the "Revolving Facility") of up to \$50 million, unchanged from the Existing Agreement. The Company can choose from interest rate alternatives including a prime-based rate, as well as options based on LIBOR (London inter-bank offered rate). While the Amended Agreement also provides for an increase in the aggregate amount of letters of credit that may be issued under the agreement from \$7.5 million to \$15 million, any outstanding letters of credit reduce availability under the Revolving Facility on a dollar-for-dollar basis. The termination date of the Revolving Facility was extended from June 30, 2007 to June 30, 2008.

In addition, the Amended Agreement provides for a new \$30 million secured term loan (the "Term Loan"), which was used to refinance a portion of the purchase price for the Rudolph and Sletten acquisition. The new Term Loan amortizes in equal quarterly principal payments of \$1.5 million commencing December 31, 2005 and continuing through October 14, 2010.

The Amended Agreement requires, among other things, maintaining minimum tangible net worth, fixed charge coverage and operating profit levels as well as a minimum working capital ratio. The Amended Agreement also includes operational covenants customary for facilities of this type, including restrictions on incurring additional indebtedness without the consent of the lenders, other than financing for the Company's corporate headquarters, insurance premiums and construction equipment, as well as limitations on liens, investments and the purchase and sale of assets outside of the normal course of business. The Company's obligations under the Amended Agreement are guaranteed by substantially all of the Company's current and future subsidiaries, and secured by substantially all of the Company's and its subsidiaries' assets, including a pledge of all of the capital stock of the subsidiaries.

The fair value of the balance outstanding under the Credit Agreement equals the carrying value of zero. For fixed rate debt, fair value is determined based on discounted cash flows for the debt at the Company's current incremental borrowing rate for similar types of debt. The estimated fair value of fixed rate debt at December 31, 2005 and 2004 is \$28.0 million and \$10.1 million, respectively, compared to the carrying amount of \$27.75 million and \$9.4 million, respectively.

Leases

The Company leases certain construction equipment, vehicles and office space under non-cancelable operating leases. Future minimum rent payments under non-cancelable operating leases as of December 31, 2005 are as follows (in thousands):

	Amount
2006	\$ 9,216
2007	7,500
2008	4,553
2009	2,215
2010	1,032
Thereafter	3,992
Subtotal	\$ 28,508
Less - Sublease rental agreements	(624)
Total	\$ 27,884

[4] Financial Commitments (continued)

Rental expense under long-term operating leases of construction equipment, vehicles and office space was \$10,531,000 in 2005.

Although not material to the Company's consolidated financial position or results of operations, the Company also leases certain construction equipment under capital lease arrangements from time to time. Amounts relating to capital leases are included in the accompanying Consolidated Balance Sheet under "Construction Equipment" and "Long-term Debt"

[5] Income Taxes

The (provision) credit for income taxes is comprised of the following (in thousands).

	<u>Federal</u>	<u>State</u>	<u>Total</u>
Current	\$ (1,417)	\$ (3,594)	\$ (5,011)
Deferred	(781)	2,920	2,139
	<u>\$ (2,198)</u>	<u>\$ (674)</u>	<u>\$ (2,872)</u>

The table below reconciles the difference between the statutory federal income tax rate and the effective rate provided for income before income taxes in the Consolidated Statement of Income.

Statutory federal income tax rate	35%
Secondary offering costs	3
Officer's compensation	5
Other	<u>(1)</u>
Effective tax rate	<u>42%</u>

The following is a summary of the significant components of the Company's deferred tax assets and liabilities as of December 31, 2005 (in thousands).

<u>Deferred Tax Assets</u>	
Contract losses	\$ 16,156
Timing of expense recognition	11,143
Net operating loss carryforwards	490
Alternative minimum tax credit carryforwards	4,265
Other, net	<u>361</u>
	\$ 32,415
Valuation allowance for deferred tax assets	<u>(490)</u>
Deferred tax assets	<u>\$ 31,925</u>
<u>Deferred Tax Liabilities</u>	
Joint ventures - construction	\$ (6,858)
Fixed assets, due primarily to purchase accounting	(8,546)
Intangible assets, due primarily to purchase accounting	(2,903)
Other	<u>(683)</u>
Deferred tax liabilities	<u>\$ (18,990)</u>
Net deferred tax asset	<u>\$ 12,935</u>

The net deferred asset as of December 31, 2005 is classified in the Consolidated Balance Sheet based on when the future benefit is expected to be realized as follows (in thousands):

[5] Income Taxes (continued)

Short-term "Deferred tax asset"	\$ 12,888
Long-term "Deferred tax asset"	<u>47</u>
	<u>\$ 12,935</u>

A valuation allowance is provided to reduce the deferred tax assets to a level which, more likely than not, will be realized. The ultimate realization of deferred tax assets is dependent on the generation of future taxable income during the periods in which those temporary differences become deductible. The net deferred tax assets reflect management's estimate of the amount which would, more likely than not, be realized from future taxable income.

As a result of not providing federal income tax benefit applicable to losses recorded in certain prior years for financial reporting purposes, benefit from these losses was realized in 2004 by not having to provide federal income tax of approximately \$7.9 million.

At December 31, 2005, the Company has unused net operating loss carryforwards for tax reporting purposes of approximately \$1.4 million which expire during the 2006 - 2007 period. At December 31, 2005, the Company also has unused alternative minimum tax credit carryforwards for income tax reporting purposes of approximately \$4.3 million that have no expiration date.

We have evaluated the available evidence about both asserted and unasserted income tax contingencies in our income tax returns filed with the Internal Revenue Service, state, local and foreign tax authorities. We have recorded \$1.7 million for income tax contingencies which represents our estimate of the amount that is probable and estimable of being payable, if successfully challenged by such tax authorities, under the provisions of SFAS No 5, "Accounting for Contingencies" We have not received either written or oral tax opinions that are contrary to our assessment of the recorded income tax provision and income tax contingency accrual.

[6] Other Assets, Other Long-term Liabilities and Other (Income) Expense, Net

Other Assets, Other Long-term Liabilities and Other (Income) Expense, Net consist of the following (in thousands) for the periods presented:

<i>Other Assets</i>	
Land held for sale (Note 13)	\$ 816
Deferred expenses	957
Other investments	2,184
Intangible assets (Note 3)	<u>5,843</u>
	<u>\$ 9,800</u>
<i>Other Long-term Liabilities</i>	
Accrued dividends on	
\$21.25 Preferred Stock (Note 8)	\$ 4,031
Employee benefit related liabilities	2,014
Minimum pension liability adjustment (Note 7)	29,583
Deferred lease incentive	1,701
Other	<u>2,228</u>
	<u>\$ 39,557</u>
<i>Other (Income) Expense, Net</i>	
Stock registration expense	\$ 576
(Gain) loss from land sales, net (Note 13)	(1,566)
Interest income	(1,040)
Bank fees	597
Miscellaneous expense, net	<u>462</u>
	<u>\$ (971)</u>

[7] Employee Benefit Plans

The Company has a defined benefit pension plan that covers its executive, professional, administrative and clerical employees, subject to certain specified service requirements. The plan is noncontributory and benefits are based on an employee's years of service and "final average earnings", as defined. The plan provides reduced benefits for early retirement and takes into account offsets for social security benefits. All employees are vested after five years of service. The Company also has an unfunded supplemental retirement plan for certain employees whose benefits under the defined benefit pension plan were reduced because of compensation limitations under federal tax laws. In accordance with SFAS No. 132R, "Employers' Disclosures About Pensions and Other Post-Retirement Benefits", pension disclosure as presented below includes aggregated amounts for both of the Company's plans, except where otherwise indicated.

Effective June 1, 2004, all benefit accruals under the Company's pension plan were frozen; however, the current vested benefits will be preserved. In accordance with SFAS No. 88, "Employers' Accounting for Settlements and Curtailments of Defined Benefit Pension Plans and for Termination Benefits", a one-time charge of \$0.2 million was recorded in 2004.

Net pension cost for 2005 follows (in thousands):

Interest cost on projected benefit obligation	\$ 4,185
Expected return on plan assets	(4,132)
Recognized actuarial loss	<u>1,660</u>
Net pension cost	<u>\$ 1,713</u>

Actuarial assumptions used to determine net pension cost:

Discount rate	5.75%
Rate of increase in compensation	n.a
Long-term rate of return on assets	7.50%

The expected long-term rate of return on assets assumption will remain at 7.50% for 2006. The expected long-term rate of return on assets assumption was developed considering historical and future expectations for returns for each asset class.

The target asset allocation for the Company's pension plan by asset category for 2006 and the actual asset allocation at December 31, 2005 by asset category are as follows:

Asset Category	Percentage of Plan Assets at December 31,	
	Target Allocation 2006	2005
Equity securities:		
Domestic	60.0%	60.3%
International	15.0%	15.9%
Fixed income securities	25.0%	23.2%
Real estate	0.0%	0.0%
Other	<u>0.0%</u>	<u>0.6%</u>
Total	<u>100.0%</u>	<u>100.0%</u>

[7] Employee Benefit Plans (continued)

The target asset allocation was established to attempt to maximize returns with consideration of the long-term nature of the obligations and to reducing the level of overall market volatility through the allocation to fixed income investments. During the year, the asset allocation is reviewed for adherence to the target asset allocation and the portfolio of investments is rebalanced periodically.

Within the equity portfolio, the investments are primarily large capitalization domestic and international equities; however, the plan's asset manager may invest in equities with small and medium capitalizations. The equity assets are invested in a broadly diversified portfolio. Within the fixed income portfolio, the investments are entirely investment grade U.S. fixed income securities including both U.S. Government and U.S. Credit securities.

The Company expects to contribute \$6.0 million to its pension plan in 2006.

The following tables provide a reconciliation of the changes of the fair value of assets in the plan and plan benefit obligations during the year ended December 31, 2005, and a statement of the funded status as of December 31, 2005 (in thousands):

Reconciliation of Fair Value of Plan Assets

Balance at beginning of year	\$ 44,574
Actual return on plan assets	3,779
Employer contribution	9,157
Benefit payments	<u>(3,984)</u>
Balance at end of year	<u>\$ 53,526</u>

Reconciliation of Projected Benefit Obligation

Balance at beginning of year	\$ 76,568
Interest cost	4,185
Actuarial loss	1,869
Benefit payments	<u>(3,984)</u>
Balance at end of year	<u>\$ 78,638</u>
Actuarial assumptions used to determine benefit obligation:	
Discount rate	5.62%
Rate of increase in compensation	n.a.

Funded Status

Funded status at December 31,	\$ (25,112)
Unrecognized loss	<u>29,583</u>
Net asset (liability) recognized, before additional minimum liability	<u>\$ 4,471</u>

The following table presents amounts included in the Consolidated Balance Sheet as of December 31, 2005 (in thousands):

[7] Employee Benefit Plans (continued)

Accrued benefit liability	\$ (25,112)
Accumulated other comprehensive income	<u>29,583</u>
Net amount recognized at year end	<u>\$ 4,471</u>

Other comprehensive income attributable to a change in the additional minimum pension liability recognized pursuant to SFAS No. 87, "Employers' Accounting for Pensions" amounted to \$0.6 million in 2005. The cumulative amount of \$29.6 million through December 31, 2005 generally represents the excess of the accumulated benefit obligations of the Company's pension plans over the fair value of the plans' assets as of December 31, 2005 compared to the unfunded accrued pension liability previously recognized. This amount is reflected as a long-term liability as of December 31, 2005 (see Note 6) with the offset, net of tax, being a reduction in stockholders' equity. Adjustments to the amount of this additional minimum pension liability will be recorded in future years, as required, based upon periodic re-evaluation of the funded status of the Company's pension plans.

The Company's plans have benefit obligations in excess of the fair value of the plans' assets. The following table provides information relating to each of the plans' benefit obligations compared to the fair value of its assets as of December 31, 2005 (in thousands):

	Pension Plan	Benefit Equalization Plan	Total
Projected benefit obligation	\$ 75,535	\$ 3,103	\$ 78,638
Accumulated benefit obligation	\$ 75,535	\$ 3,103	\$ 78,638
Fair value of plan assets	\$ 53,526	\$ -	\$ 53,526
Projected benefit obligation greater than Fair value of Plan assets	<u>\$ 22,009</u>	<u>\$ 3,103</u>	<u>\$ 25,112</u>
Accumulated benefit obligation greater than Fair value of Plan assets	<u>\$ 22,009</u>	<u>\$ 3,103</u>	<u>\$ 25,112</u>

The Company has a contributory Section 401(k) plan which covers its executive, professional, administrative and clerical employees, subject to certain specified service requirements. The 401(k) expense approximated \$1.8 million in 2005. The Company's contribution is based on a non-discretionary match of employees' contributions, as defined.

The Company has an incentive compensation plan for key employees which is generally based on the Company's achievement of a certain level of profit.

The Company also contributes to various multi-employer union retirement plans under collective bargaining agreements which provide retirement benefits for substantially all of its union employees. The aggregate amounts provided in accordance with the requirements of these plans was approximately \$7.4 million in 2005. The Multi-employer Pension Plan Amendments Act of 1980 defines certain employer obligations under multi-employer plans. Information regarding union retirement plans is not available from plan administrators to enable the Company to determine its share of unfunded vested liabilities.

[8] Capital Stock and Stock Purchase Warrants

(a) *\$21.25 Convertible Exchangeable Preferred Stock ("21.25 Preferred Stock")*

In June 1987, net proceeds of approximately \$23,631,000 were received from the sale of 1,000,000 \$2.125 Depository Convertible Exchangeable Preferred Shares representing ownership of 1/10 of a share of \$21.25 Convertible Exchangeable Preferred Stock, \$1 par value ("Depository Shares") at a price of \$25 per Depository Share. Annual dividends are \$2.125 per Depository Share and are cumulative. Generally, the liquidation preference value is \$25 per Depository Share plus any accumulated and unpaid dividends. Each Depository Share is convertible, at the option of the holder, at any time into Common Stock of the Company at a conversion price of \$37.75 per share of Common Stock. The Depository Shares are redeemable at the option of the Company at any time at \$25 per share plus any unpaid dividends. Each Depository Share is also exchangeable at the option of the Company, in whole but not in part, on any dividend payment date into 8 1/2% convertible subordinated debentures due in 2012 at a rate equivalent to \$25 principal amount of debentures for each Depository Share. In conjunction with the covenants of certain of the Company's prior Credit Agreements, the Company was required to suspend the payment of quarterly dividends on its Depository Shares until certain financial criteria were met. Dividends on the Depository Shares have not been declared since 1995 (although they have been fully accrued due to the "cumulative" feature of the Depository Shares). The aggregate amount of dividends in arrears is approximately \$4 million at December 31, 2005, which represents approximately \$21.78 per Depository Share and is included in "Other Long-term Liabilities" in the accompanying Consolidated Balance Sheets. Under the terms of the \$21.25 Preferred Stock, the holders of the Depository Shares were entitled to elect two additional Directors since dividends had been deferred for more than six quarters and have done so at each of the last eight Annual Meetings of Stockholders.

In June 2003, the Company completed its tender offer to purchase up to 900,000 shares, or approximately 90% of its outstanding Depository Shares at a purchase price of \$25 per share, net to the seller in cash without interest. The tender offer which commenced on March 31, 2003, expired on June 9, 2003, at which time the Company purchased 440,627 Depository Shares. The completion of the self tender offer resulted in the Company purchasing and immediately retiring 440,627 Depository Shares, a reduction of approximately \$11.3 million, including related expenses, in stockholders' equity, and a reversal of approximately \$7.3 million of previously accrued and unpaid dividends relating to the purchased shares that was restored to additional paid-in capital. In addition, the \$7.3 million of previously accrued and unpaid dividends was added to net income to determine net income available for common stockholders for the purpose of computing earnings per common share for the year ended December 31, 2003.

In October 2002, certain holders of the Depository Shares filed a lawsuit against certain directors of the Company alleging that the defendants, among other things, breached their fiduciary duties owed to the holders of the Depository Shares. (See Note 2(f) for information related to this lawsuit.)

On November 30, 2004, Perini announced that the parties had reached an agreement for settlement of the Action, subject to Court approval. Under the terms of the settlement, Perini would purchase all of the Depository Shares submitted in the settlement for consideration of \$19.00 in cash and one share of Perini common stock for each Depository Share submitted.

In September 2005, the Court gave final approval of the settlement as fair, just, reasonable and adequate.

Under the terms of the settlement, effective November 2, 2005, the Company purchased all of the 374,185 participating Depository Shares that were submitted for \$19.00 in cash and one share of the Company's common stock for each Depository Share for an aggregate of approximately \$7.1 million in cash and 374,185 shares of common stock. The completion of the settlement offer resulted in the Company purchasing and immediately retiring 374,185 Depository Shares, a reduction of approximately \$1.4 million in stockholders' equity, and a reversal of approximately \$2.3 million of previously accrued and unpaid dividends relating to the purchased shares that was restored to additional paid-in capital. In addition, the \$2.3 million of previously accrued and unpaid

[8] Capital Stock and Stock Purchase Warrants (continued)

(a) ***\$21.25 Convertible Exchangeable Preferred Stock (" \$21.25 Preferred Stock ")*** (continued) dividends was added to net income to determine net income available for common stockholders for the purpose of computing earnings per common share for the year ended December 31, 2005. Following consummation of the settlement, 185,088 Depository Shares remain outstanding.

(b) ***Series A Junior Participating Preferred Stock***
Under the terms of the Company's Shareholder Rights Agreement, as amended, the Board of Directors of the Company declared a distribution on September 23, 1988 of one Preferred Stock purchase right (a "Right") for each outstanding share of Common Stock. Under certain circumstances, each Right will entitle the holder thereof to purchase from the Company one one-hundredth of a share (a "Unit") of Series A Junior Participating Cumulative Preferred Stock, \$1 par value (the "Preferred Stock"), at an exercise price of \$100 per Unit, subject to adjustment. The Rights will not be exercisable or transferable apart from the Common Stock until the earlier to occur of (i) 10 days following a public announcement that a person or group (an "Acquiring Person") has acquired 20% or more of the Company's outstanding Common Stock (the "Stock Acquisition Date"), (ii) 10 business days following the announcement by a person or group of an intention to make an offer that would result in such person or group becoming an Acquiring Person or (iii) the declaration by the Board of Directors that any person is an "Adverse Person", as defined under the Agreement. The Rights will not have any voting rights or be entitled to dividends.

Upon the occurrence of a triggering event as described above, each Right will be entitled to that number of Units of Preferred Stock of the Company having a market value of two times the exercise price of the Right. If the Company is acquired in a merger or 50% or more of its assets or earning power is sold, each Right will be entitled to receive Common Stock of the acquiring company having a market value of two times the exercise price of the Right. Rights held by such a person or group causing a triggering event may be null and void. The Rights are redeemable at \$.02 per Right by the Board of Directors at any time prior to the occurrence of a triggering event.

In January 1997 and March 2000, the Board of Directors amended the Company's Shareholder Rights Agreement to (i) permit the acquisition of the Company's stock by certain investors and certain other events without triggering the distribution of the Rights; (ii) lower the threshold for the occurrence of a Stock Acquisition Date from 20% to 10%; and (iii) extend the expiration date of the Agreement from September 23, 1998 to January 21, 2007.

(c) ***Stock Purchase Warrants***

In connection with an amended credit agreement effective January 17, 1997 with the Company's bank group at that time, the banks received stock purchase warrants to purchase up to 420,000 shares of the Company's Common Stock, \$1.00 par value, at a purchase price of \$8.30 per share, subject to certain anti-dilution adjustments in the event of certain distributions and other corporate events, at any time during the ten year period ending January 17, 2007. The grant date present value of the stock purchase warrants (\$2,233,000) was calculated using the Black-Scholes option pricing model and was accounted for by an increase in stockholders' equity, with the offset being a valuation account netted against the related revolving credit loans. The valuation account was amortized and charged against income over the three year term of the credit agreement ended in 2000. During 2005 and 2004, 94,752 warrants and 238,560 warrants, respectively, were exercised resulting in a remaining balance of 86,688 warrants outstanding as of December 31, 2005.

In conjunction with the issuance of the stock purchase warrants, the Company entered into a rights agreement with the warrant holders whereby the Company granted the warrant holders the right to require it, upon request by holders of a majority of warrants and common stock received upon exercise of warrants, subject to the terms and conditions set forth in the agreement, to register the resale of shares of the common stock held by them upon exercise of their warrants. Under the agreement, the Company generally agreed to pay the fees and expenses of the selling stockholders in connection with any such registration.

[9] Stock Options and Restricted Stock Awards

Effective May 13, 2004, the Company's stockholders approved the adoption of the 2004 Stock Option and Incentive Plan which provides that up to 1,000,000 shares of the Company's Common Stock will be available for the granting of stock-based compensation awards to key executives, employees and directors of the Company. The Plan allows these stock-based compensation awards to be granted in a variety of forms, including stock options, stock appreciation rights, restricted stock awards, unrestricted stock awards, deferred stock awards and dividend equivalent rights. During 2004, restricted stock awards were granted to two executive officers of the Company. Vesting of these restricted stock awards is dependent upon the achievement of specified performance goals and/or service requirements for 2004 to 2006. Certain performance and service requirements were achieved in 2005 resulting in the issuance of 150,000 shares of the Company's common stock. The grant date fair value of the restricted stock awards granted in 2004 is \$4.7 million which is being recorded as expense over the vesting period. In 2005, \$3.3 million was recorded as expense. Assuming achievement of the specified performance and service requirements, the approximate amount of expense to be recorded in 2006 will be \$0.6 million.

A summary of stock-based compensation awards related to the Company's 2004 Stock Option and Incentive Plan is as follows:

	Number of Shares	Weighted Average Grant Date Fair Value	Shares Available to Grant
Outstanding at December 31, 2004	300,000		700,000
Issued	<u>(150,000)</u>	\$15.62	-
Outstanding at December 31, 2005	<u>150,000</u>		<u>700,000</u>

Effective May 25, 2000, the Company's stockholders approved the adoption of the Special Equity Incentive Plan which provides that up to 3,000,000 shares of the Company's Common Stock will be available for the granting of nonqualified stock options to key executives, employees and directors of the Company. Options are granted at not less than the fair market value on the date of grant, as defined.

Options generally expire 10 years from the date of grant. Options outstanding under the Special Equity Incentive Plan are generally exercisable in three equal annual installments, on the date of grant and on the first and second anniversary of the date of grant. As of December 31, 2005, all of the options outstanding were exercisable. A summary of stock option activity related to the Company's Special Equity Incentive Plan is as follows:

	Number of Shares	Option Price Per Share		Shares Available to Grant
		Range	Weighted Average	
Outstanding at December 31, 2004	694,500	\$3.13 - \$6.85	\$4.45	195,634
Exercised	<u>(240,500)</u>	\$3.13 - \$6.85	\$4.51	-
Outstanding at December 31, 2005	<u>454,000</u>	\$3.13 - \$4.50	\$4.42	<u>195,634</u>

Shares of the Company's authorized but unissued Common Stock have been reserved for issuance to employees under its 1982 Stock Option Plan. Options under this plan were granted at fair market value on the date of grant, as defined, and generally become exercisable in two equal annual installments on the second and third anniversary of the date of grant and expire eight to ten years from the date of grant. Although the provisions of the 1982 Stock Option Plan expired during 2002, the Company still has 5,000 shares of authorized but unissued Common Stock reserved for issuance under the Plan applicable to the remaining outstanding options. As of December 31, 2005, all of the 5,000 options outstanding were exercisable at an exercise price of \$5.29 per share.

[9] Stock Options and Restricted Stock Awards (continued)

In addition, the Company has authorized but unissued Common Stock reserved for certain other options granted as follows:

Grantee	Grant Date	Options Outstanding and Exercisable	Exercise Price
Certain Executive Officers	01/19/98	10,000	\$8.66

The terms of these options are generally similar to options granted under the 1982 Plan, including the exercise price being equal to fair market value, as defined, at date of grant, and timing of installment exercise dates. As of December 31, 2005, all of the 10,000 options outstanding were exercisable.

Options outstanding at December 31, 2005 and related weighted average price and life information follows:

Remaining Life (Years)	Grant Date	Options Outstanding	Options Exercisable	Weighted Average Exercise Price
1	01/19/98	10,000	10,000	\$ 8.66
1	12/10/98	5,000	5,000	\$ 5.29
5	03/29/00	331,500	331,500	\$ 4.50
5	05/25/00	45,000	45,000	\$ 3.74
5	09/12/00	77,500	77,500	\$ 4.50
Totals		<u>469,000</u>	<u>469,000</u>	\$ 4.52

When options are exercised, the proceeds are credited to stockholders' equity. In addition, the income tax savings attributable to nonqualified options exercised are credited to additional paid-in capital.

[10] Business Segments

Business segment information presented below was determined in accordance with SFAS No. 131, "Disclosures About Segments of an Enterprise and Related Information".

The Company provides diversified general contracting, construction management and design-build services to private clients and public agencies throughout the world. The Company's construction business is conducted through three basic segments: building, civil and management services. The building segment is comprised of Perini Building Company, James A. Cummings, Inc. and the recently acquired Rudolph and Sletten, Inc., and focuses on large, complex projects in the hospitality and gaming, sports and entertainment, educational, transportation, healthcare, biotech, pharmaceutical and high-tech markets. The civil segment is comprised of Perini Civil Construction and Cherry Hill Construction, Inc., and focuses on public works construction primarily in the metropolitan New York and Mid-Atlantic regions of the United States, including the repair, replacement and reconstruction of the United States public infrastructure such as highways, bridges, wastewater treatment facilities and mass transit systems. The management services segment provides diversified construction, design-build and maintenance services to the U.S. military and government agencies as well as power producers, surety companies and multi-national corporations.

During 2005, the Company's chief operating decision making group consisted of the Chairman and Chief Executive Officer, the President and Chief Operating Officer who is also the President of Perini Management Services, the President of Perini Building Company and the President of Perini Civil Construction. This group decides how to allocate resources and assess performance of the business segments. Generally, the Company evaluates performance of its operating segments on the basis of income

[10] Business Segments (continued)

from operations and cash flow. The accounting policies applied by each of the segments are the same as those described in the Summary of Significant Accounting Policies (see Note 1). The following tables set forth certain business and geographic segment information relating to the Company's operations for the year ended December 31, 2005 (in thousands):

	Reportable Segments				Corporate	Consolidated Total
	Building	Civil	Management Services	Totals		
Revenues	\$ 1,181,103	\$ 275,584	\$ 276,790	\$ 1,733,477	\$ -	\$ 1,733,477
Income from Construction Operations	\$ 29,277	\$ (26,890)	\$ 19,133	\$ 21,520	\$ (13,567) (a)	\$ 7,953
Assets	\$ 463,885	\$ 288,174	\$ 39,357	\$ 791,416	\$ 123,840 (b)	\$ 915,256
Capital Expenditures	\$ 6,702	\$ 5,500	\$ 145	\$ 12,347	\$ -	\$ 12,347

(a) Consists of corporate general and administrative expenses.

(b) Corporate assets consist principally of cash and cash equivalents, net deferred tax asset, land held for sale and other investments available for general corporate purposes.

Revenues from various agencies of the United States federal government in the management services segment totaled approximately \$201 million (or 12% of consolidated revenues) in 2005. Revenues from the Red Rock Resort Spa Casino project in Las Vegas, Nevada for Station Casinos, Inc. in the building segment totaled approximately \$355 million (or 20% of consolidated revenues) in 2005.

Information concerning principal geographic areas is as follows (in thousands):

	Revenues	Income (Loss) from Construction Operations
	United States	\$1,543,289
Foreign and U.S. Territories	190,188	18,550
Corporate	-	(13,567)
Total	<u>\$1,733,477</u>	<u>\$ 7,953</u>

Income (loss) from construction operations has been allocated geographically based on the location of the job site. Long-lived assets outside the United States are immaterial and therefore not presented here.

[11] Related Party Transactions

The Company has an agreement with Tutor-Saliba Corporation ("Tutor-Saliba"), a California corporation engaged in the construction industry, and Ronald N. Tutor, to provide certain management services, as defined. Mr. Tutor, the Chairman and CEO of Perini Corporation, is also the CEO and sole stockholder of Tutor-Saliba. Tutor-Saliba participates in joint ventures with the Company, the Company's share of which contributed \$39.2 million (or 2.3%) to the Company's consolidated revenues in 2005. Compensation for the management services consists of payment of \$800,000 to Tutor-Saliba for the year ended December 31, 2005; stock options and restricted stock awards granted to Mr. Tutor; and incentive compensation awarded to Mr. Tutor of \$800,000 in 2005. The stock options were granted to Mr. Tutor in January, 1997 (150,000 shares), December, 1998 (45,000 shares), January, 1999 (30,000 shares) and March, 2000 (1,000,000 shares). All of the stock options were granted at or above the fair market value price per share on the respective dates of grant. All of the stock options were exercised during 2004.

[11] Related Party Transactions (continued)

On December 15, 2004, the Company entered into an agreement with Mr. Tutor pursuant to which the Company would grant Mr. Tutor 150,000 shares of unrestricted common stock of the Company under the Perini Corporation 2004 Stock Option and Incentive Plan provided that Mr. Tutor completes certain service requirements through June 30, 2005 and June 30, 2006. The Company issued to Mr. Tutor 75,000 shares of common stock on June 30, 2005 and will issue 75,000 additional shares of common stock to Mr. Tutor on June 30, 2006, provided that Mr. Tutor continues to serve as the Company's Chairman and Chief Executive Officer through and including such date. The grant date fair value of the restricted stock awards is \$2.5 million which is being recorded as expense over the vesting period. Expense of \$2.0 million was recorded in 2005. Assuming achievement of the specified service requirement, \$0.4 million will be recorded as expense in 2006.

The investors that provided \$40 million of new equity in the Company on March 29, 2000 consist of Tutor-Saliba (see above), O&G Industries, Inc. ("O&G"), a participant in certain construction joint ventures with the Company, and National Union Fire Insurance Company of Pittsburgh, Pa., a wholly owned subsidiary of American International Group, Inc. ("AIG"), one of the Company's sureties and a provider of insurance and insurance related services to the Company. These investors participated in a secondary public stock offering which was completed in December 2005. In addition, Tutor-Saliba subsequently exercised its call right under an existing shareholders' agreement to purchase 2,352,941 shares owned by AIG at a predetermined rate, as defined. The cumulative holdings of each of the investors as of December 31, 2004 and 2005 were as follows:

	Number of Common Shares				Percentage of Total Common Shares Outstanding
	Dec. 31, 2004	Sold in Secondary Offering	Exercise of Call Option per Shareholders' Agreement	Dec. 31, 2005	
Tutor-Saliba	3,112,288	(1,500,000)	2,352,941	3,965,229	15.23%
O&G	2,502,941	(700,000)	-	1,802,941	6.92%
AIG	2,659,846	(306,905)	(2,352,941)	-	-

Each of the investors was entitled to appoint a member to the Company's Board of Directors. O&G participates in joint ventures with the Company, the Company's share of which contributed \$38.4 million to the Company's consolidated revenues in 2005. Payments to AIG for surety, insurance and insurance related services approximated \$12.5 million in 2005.

[12] Land Held for Sale

As of December 31, 2005, the only land held for sale consists of approximately 32 fully developed acres in Raynham, Massachusetts. Management's plan is to continue to market the remaining land for sale in this development as a bulk sale or as individual parcels over an estimated 24 to 36 month "sell off" period.

During the year ended December 31, 2005, 28 acres were sold resulting in a net gain of approximately \$1.6 million (See Note 6.) Land costs were allocated to reduce the related sales proceeds based on both the specific cost identification method for certain parcels and average cost per acre sold method on the remaining parcels.

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING BALANCE SHEET - DECEMBER 31, 2005
(IN THOUSANDS)

	Perini Corp.	Perini Bldg. Co Inc.	Perini Management Services Inc.	James A. Cummings Inc.	Rudolph & Sielten Inc.	Cherry Hill Construction Co. Inc.	Mt. Wayta Realty LLC	Other Subs	Perini Land & Devel. Co. & Sub	Proportional Share of Joint ventures	Eliminations	Consolidated
CURRENT ASSETS:												
Cash, including cash equivalents of \$120,887 (Note 1)	\$ 75,828	\$ (6,657)	\$ 583	\$ 7,520	\$ 21,590	\$ 310	\$ 205	\$ -	\$ 378	\$ 40,101	-	\$ 139,848
Accounts receivable, including retainage of \$173,828	43,096	171,373	31,240	18,460	172,493	32,238	-	9	-	71,888	(4,553)	536,372
Unbilled work (Note 1)	28,542	7,106	1,916	2,212	6,184	7,518	-	-	-	45,801	-	97,079
Construction joint ventures	81,425	1,934	88	3,690	-	328	-	-	-	-	(87,461)	-
Deferred tax asset (Note 5)	12,888	-	-	-	-	-	-	-	-	-	-	12,888
Other current assets	9,841	3,179	237	337	3,501	1,296	-	-	250	1,062	-	19,703
Total current assets	\$ 248,620	\$ 178,825	\$ 34,062	\$ 32,239	\$ 203,768	\$ 41,888	\$ 205	\$ 8	\$ 628	\$ 168,760	(82,014)	\$ 805,890
PROPERTY AND EQUIPMENT, at cost (Note 1):												
Land	\$ 553	\$ -	\$ -	\$ -	\$ 2,000	\$ 3,494	\$ 488	\$ -	\$ -	\$ -	\$ -	\$ 6,535
Buildings and improvements	2,745	981	-	365	7,333	4,580	12,705	-	-	-	-	28,689
Construction equipment	10,637	8,339	-	132	4,974	25,484	-	111	-	-	-	49,587
Other equipment	5,933	3,055	420	680	3,654	227	-	-	-	-	-	13,949
	\$ 18,768	\$ 12,355	\$ 420	\$ 1,157	\$ 17,961	\$ 33,795	\$ 13,193	\$ 111	\$ -	\$ -	\$ -	\$ 98,780
Less - Accumulated depreciation	11,148	4,872	348	816	570	1,430	8,852	111	-	-	-	25,947
Total property and equipment, net	\$ 8,620	\$ 7,683	\$ 71	\$ 342	\$ 17,391	\$ 32,365	\$ 6,341	\$ -	\$ -	\$ -	\$ -	\$ 72,813
INTERCOMPANY NOTES AND ADVANCES	\$ -	\$ 188,773	\$ 62,551	\$ 4,758	\$ 18,910	\$ (2,722)	\$ (259)	\$ 842	\$ -	\$ -	(272,854)	\$ -
OTHER ASSETS:												
Investment in subsidiaries	\$ 264,021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4	\$ -	\$ -	(264,025)	\$ -
Goodwill (Notes 1 and 3)	26,706	-	-	-	-	-	-	-	-	-	-	26,706
Deferred tax asset (Note 5)	47	-	-	-	-	-	-	-	-	-	-	47
Other assets (Note 8)	7,574	-	-	-	1,285	-	125	-	816	-	-	9,800
Total other assets	\$ 288,348	\$ -	\$ -	\$ -	\$ 1,285	\$ -	\$ 125	\$ 4	\$ 816	\$ -	(264,025)	\$ 36,553
TOTAL ASSETS	\$ 558,588	\$ 373,381	\$ 96,684	\$ 37,340	\$ 241,354	\$ 71,331	\$ 6,412	\$ 855	\$ 1,444	\$ 168,760	(628,883)	\$ 916,268

PERINI CORPORATION AND SUBSIDIARIES
 CONSOLIDATING BALANCE SHEET - DECEMBER 31, 2005
 (IN THOUSANDS, EXCEPT SHARE DATA)

Entity	Perini Corp.	Perini Bldg. Cal. Inc.	Perini Management Services Inc.	James A. Cummings Inc.	Rudolph A. Sinden Inc.	Cherry Hill Construction Co. Inc.	Mr. Wytas Realty LLC	Other Subs	Partni Land	Proportional Share of Joint Ventures	Eliminations	Consolidated
Current liabilities of long-term debt (Note 4)	7,966	1,365	20,285	21,699	175,100	6,694	228	5	208	37,012	(3,657)	18,281
Accounts payable, including payables of \$120,585	10,671	187,831	-	-	16,311	19	-	-	-	-	(15)	487,079
Advances from construction joint ventures	15	-	-	-	-	-	-	-	-	25,871	8,416	83,173
Deferred contract revenue (Note 1)	1,715	11,094	21,780	1,028	11,415	10,292	-	-	-	-	(581)	88,022
Accrued expenses	39,377	17,693	2,475	785	13,771	3,978	88	8	-	-	-	862,556
Total current liabilities	58,672	218,083	44,820	23,512	209,288	38,276	344	8	208	71,288	(4,659)	862,556
LONG-TERM DEBT, less current maturities included above (Note 4)	24,266	2,763	-	-	-	6,668	6,371	5	-	-	-	38,889
OTHER LONG-TERM LIABILITIES (Notes 6, 7 and 8)	35,826	1,078	-	-	2,652	-	-	-	-	-	-	38,657
INTERCOMPANY NOTES AND ADVANCES PAYABLE	253,888	-	-	-	-	-	-	-	18,889	-	(272,855)	-
CONTINGENCIES AND COMMITMENTS (Note 2)	-	-	-	-	-	-	-	-	-	-	-	-
STOCKHOLDERS' EQUITY (Notes 1, 2, 3, and 9):												
Preferred Stock, \$1 per value - Authorized - 1,000,000 shares	-	-	-	-	-	-	-	-	-	-	-	-
Preferred - 100,000 shares Issued and outstanding - 18,693 shares of \$21.25 convertible common stock (\$4,646,000 aggregate liquidation preference)	18	-	-	-	-	-	-	-	-	-	-	18
Stock Purchase Warrants - Issued - none	481	-	-	-	-	-	-	-	-	-	-	481
Common Stock, \$1 per value - Authorized - 40,000,000 shares	28,036	95	1	4	11	9	62	-	400	-	(679)	28,036
Issued - 28,037,658 shares	118,223	48	181,295	134	8,305	31,802	2,899	2,165	132,821	(150,664)	(183,272)	118,223
Additional paid-in capital	118,223	48	181,295	134	8,305	31,802	2,899	2,165	132,821	(150,664)	(183,272)	118,223
Retained earnings (deficit)	52,751	-	-	-	-	-	0	-	-	-	(53,781)	57,886
Equity in retained earnings of subsidiaries since date of acquisition	218,629	151,498	52,184	13,828	38,276	26,480	848	-	17,658	-	(851,485)	218,629
Accumulated other comprehensive loss	(27,481)	-	-	-	-	-	-	-	-	-	-	(27,481)
Total stockholders' equity	188,176	151,498	52,184	13,828	38,276	26,480	848	-	17,658	-	(851,485)	188,176
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 558,588	\$ 373,381	\$ 98,884	\$ 37,340	\$ 241,354	\$ 71,351	\$ 612	\$ 856	\$ 1,444	\$ 158,780	\$ (828,895)	\$ 915,258

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING STATEMENTS OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2005
(IN THOUSANDS, EXCEPT SHARE DATA)

	Perini Corp.	Perini Bldg. Co. Inc.	Perini Management Services Inc.	James A. Cummings Inc.	Rudolph & Sletten Inc.	Cherry Hill Construction Co. Inc.	Mt. Wayte Realty LLC	Other Subs.	Perini Land & Devel. Co. & Subs.	Proportional Share of Joint ventures	Eliminations	Consolidated
REVENUES (Note 10)	\$ 213,318	\$ 891,845	\$ 207,470	\$ 104,145	\$ 166,488	\$ 138,098	\$ -	\$ -	\$ -	\$ -	(11,881)	\$ 1,733,477
COSTS AND EXPENSES												
Cost of operations	\$ 236,968	\$ 852,227	\$ 183,953	\$ 95,952	\$ 179,932	\$ 128,824	\$ -	\$ -	\$ -	\$ -	(11,881)	\$ 1,688,773
General and administrative expenses	20,384	14,980	8,218	25,184	27,132	28,578	(783)	-	-	-	-	81,751
	\$ 257,350	\$ 867,207	\$ 192,188	\$ 101,116	\$ 197,064	\$ 157,402	\$ (783)	\$ -	\$ -	\$ -	(11,881)	\$ 1,725,624
INCOME (LOSS) FROM CONSTRUCTION OPERATIONS (NOTE 10)	\$ (44,014)	\$ 24,638	\$ 15,301	\$ 3,029	\$ 2,432	\$ 5,784	\$ 783	\$ -	\$ -	\$ -		\$ 7,853
Other (income) expense, net (Note 6)	715	21	(3)	3	(273)	(28)	160	-	(1,568)	-		(971)
Interest expense (Note 4)	609	138	-	-	-	655	801	-	-	-		2,003
INCOME (LOSS) BEFORE INCOME TAXES	\$ (45,338)	\$ 24,479	\$ 15,304	\$ 3,026	\$ 2,705	\$ 5,157	\$ -22	\$ -	\$ -	\$ -		\$ 6,821
Credit (Provision) for income taxes (Notes 1 and 5)	18,318	(10,247)	(8,441)	(1,297)	(1,080)	(2,113)	-	-	-	-		(2,872)
NET INCOME	\$ (27,020)	\$ 14,232	\$ 6,863	\$ 1,729	\$ 1,615	\$ 3,044	\$ 22	\$ -	\$ -	\$ -		\$ 4,049
EARNINGS PER COMMON SHARE (Note 1)												
BASIC												<u>\$0.21</u>
DILUTED												<u>\$0.20</u>

NOTE: Proportional share of joint venture net income is included in the respective amounts shown for Perini Corporation, Perini Building Company, Inc., Perini Management Services, Inc., James A. Cummings, Inc. and Cherry Hill Construction Company Inc.

PERINI CORPORATION AND SUBSIDIARIES
 CONSOLIDATING STATEMENT OF RETAINED EARNINGS
 FOR THE YEAR ENDED DECEMBER 31, 2005
 (IN THOUSANDS)

Perini Corp.	\$ 40,146	\$ 137,023	\$ 41,300	\$ 11,961	\$ -	\$ (225)	\$ (2,115)	\$ (152,116)	\$ -	\$ (13,085)	\$ 64,828
Perini Bldg. Co. Inc.	-	-	-	-	-	-	-	-	-	-	-
Perini Management Services Inc.	-	14,232	8,883	1,729	1,815	3,044	22	1,668	-	-	4,049
Perini James A. Cummings Inc.	-	-	-	-	-	-	-	-	-	-	-
Perini Rudolph & Sheehan Inc.	-	-	-	-	-	-	-	-	-	-	-
Cherry Hill Construction Co. Inc.	30,287	-	-	-	-	-	-	-	-	-	-
Cherry Hill Realty LLC	22,440	-	-	-	-	-	-	-	-	-	-
Other Subs	-	-	-	-	-	-	-	-	-	-	-
Perini Land Co. & Sub	-	-	-	-	-	-	-	-	-	-	-
Proportional Share of Joint ventures	-	-	-	-	-	-	-	-	-	-	-
Eliminations	-	-	-	-	-	-	-	-	-	-	-
Consolidated	\$ 12,134	\$ 151,285	\$ 52,153	\$ 13,680	\$ 31,802	\$ 25,494	\$ (333)	\$ (2,115)	\$ (150,539)	\$ (85,812)	\$ 67,985

NOTE-Proportional share of joint venture net income is included in the respective amounts shown for Perini Corporation, Perini Building Company, Inc., Perini Management Services, Inc., James A. Cummings, Inc. and Cherry Hill Construction Inc.

Balance-December 31, 2005

Retained Earnings at date of acquisition

Preferred Stock dividends accrued (\$21.25 per share)

Net Income (Loss)

Balance-December 31, 2004

* Equivalent to 2.125 per Depository Share (see Note B)

PERINI CORPORATION AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2005
(In Thousands)

	Perini Corp.	Perini Bldg. Co. Inc.	Perini Management Services Inc.	James A. Carringer, Inc.	Rudolph & Selden Inc.	Cherry Hill Construction Co. Inc.	Mt. Wayte Realty LLC	Other Subs.	Perini Land & Devel. Co. & Sub.	Proportional Share of Joint Ventures	Eliminations	Consolidated
Cash Flows from Operating Activities:												
Net Income	\$ (27,022)	\$ 14,232	\$ 8,883	\$ 571	\$ (889)	\$ 4,278	\$ 3,408	\$ (294)	\$ 738	\$ (8,483)	\$ (1,820)	\$ 4,049
Adjustments to reconcile net income to net cash from operating activities -												
Depreciation	1,829	1,087	45	-	39	572	1,440	229	-	-	(2,973)	5,482
Amortization of deferred expenses and other intangible assets	1,350	-	-	-	65	84	1,184	28	-	-	-	1,261
Restrictions on stock compensation expenses	3,258	-	-	-	-	-	-	-	-	-	-	3,258
Income tax benefit from stock options exercised	1,448	-	-	-	-	-	-	-	-	-	-	1,448
Deferred income taxes	(3,304)	-	-	-	-	-	-	-	-	-	-	(3,304)
Gain on sale of land held for sale, net	-	-	-	-	-	(3)	(111)	-	-	-	-	(1,189)
Gain on sale of property and equipment	(50)	83	-	-	-	(1)	35	-	-	-	-	14
Loss on sale of available-for-sale securities	-	-	-	-	-	(12)	(225)	-	-	-	-	-
Losses in other long-term liabilities	91	1,078	-	-	-	-	-	-	-	-	-	1,169
Dispositions (losses) from earnings of joint ventures and additions	1,142	2,159	581	-	(884)	-	-	-	-	-	-	3,998
Change provided from (used) by changes in components of working capital	-	-	-	-	-	-	-	-	-	-	-	-
Other non-cash, current maturities of long-term debt, deferred tax asset and	-	-	-	-	-	-	-	-	-	-	-	-
NET CASH PROVIDED FROM (USED BY) OPERATING ACTIVITIES	\$ (8,728)	\$ 24,978	\$ 10,959	\$ 571	\$ 489	\$ 6,812	\$ 7,589	\$ 63	\$ 738	\$ (8,483)	\$ (4,133)	\$ 30,289
Cash Flows from Investing Activities:												
Acquisition of Cherry Hill Construction Inc. net of cash balance acquired	\$ (24,447)	-	-	-	-	-	-	-	-	-	-	\$ (24,447)
Acquisition of Rudolph and Selden Inc. net of cash balance acquired	(58,480)	(8,101)	(34)	-	(416)	(2,705)	(9)	-	-	-	-	(69,735)
Acquisition of property and equipment	(3,011)	123	-	-	84	1,184	-	-	3,998	-	-	12,347
Proceeds from sale of property and equipment	57	-	-	-	31,805	4,798	-	-	-	-	-	3,885
Proceeds from sale of available-for-sale securities	(173)	-	-	-	854	-	-	-	-	-	-	679
Investments in other entities	(2,270)	(1,848)	(15)	-	-	-	-	-	(9)	-	-	-
Capital contributions to unconsolidated joint ventures	(2,270)	(18,887)	(10,488)	-	-	-	(2,189)	-	(3,841)	-	-	(24,687)
Investments (Dispositions) in Intercorrelated subsidiaries	(52,289)	(18,887)	(10,488)	-	(18,870)	(2,189)	(89)	(9)	25	-	-	(84,872)
NET CASH PROVIDED FROM (USED BY) INVESTING ACTIVITIES	\$ (80,919)	\$ (24,959)	\$ (10,914)	\$ (15)	\$ (244)	\$ (13,218)	\$ (2,189)	\$ (9)	\$ (3,841)	\$ (25)	\$ (4,672)	\$ (43,467)
Cash Flows from Financing Activities:												
Purchase of preferred stock pursuant to settlement of lawsuit	\$ (7,109)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,109)
Proceeds from long-term debt	31,723	4,148	-	-	-	-	-	-	-	-	-	35,871
Proceeds from long-term debt	(2,652)	-	-	-	-	-	-	-	-	-	-	(2,652)
Reduction of long-term debt	1,084	-	-	-	-	-	-	-	-	-	-	1,084
Reduction of balances of common stock options and stock purchase warrants	(421)	-	-	-	-	-	-	-	-	-	-	(421)
NET CASH PROVIDED FROM (USED BY) FINANCING ACTIVITIES	\$ 23,625	\$ 4,148	\$ -	\$ -	\$ -	\$ (10,522)	\$ (209)	\$ -	\$ -	\$ -	\$ -	\$ 16,985
Net Increase (Decrease) in Cash	\$ (13,408)	\$ 3,205	\$ (154)	\$ -	\$ 154	\$ 10,727	\$ (1,854)	\$ (9)	\$ 181	\$ (8,483)	\$ (4,348)	\$ 3,543
Cash and Cash Equivalents at Beginning of Year	\$ 89,289	\$ (8,852)	\$ 737	\$ -	\$ 7,389	\$ 1,883	\$ 2,184	\$ 5	\$ 217	\$ 48,694	\$ (4,340)	\$ 130,205
Cash and Cash Equivalents at End of Year (Note 1)(U)	\$ 75,881	\$ (5,647)	\$ 583	\$ -	\$ 7,543	\$ 12,610	\$ 370	\$ -	\$ 398	\$ 40,211	\$ -	\$ 133,748
Supplemental Disclosures of Cash Paid During the Year For:												
Interest	\$ 432	\$ 138	\$ -	\$ -	\$ -	\$ -	\$ 655	\$ 891	\$ -	\$ -	\$ -	\$ 1,808
Income tax payments	\$ 3,802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,251	\$ -	\$ -	\$ -	\$ -	\$ 5,053



RFP/CONTRACT NO.: W0TC-GC1-2-KN00186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE
FURNISH, FABRICATE AND ERECT STRUCTURAL STEEL, INTUMESCENT
FIRE RESISTANT COATING, METAL DECK AND PRECAST CONCRETE WORK

AGENDA

3/12/09

Final Meeting with Selected Prime Offerors
Dated March 12 & 13, 2009

Location: Phoenix Constructors JV 115 Broadway, 18th Floor New York, NY 10006

1. **Commercial Proposal [45 minutes]**
 - Bonding – WDC / WS / SQ
 - Missing Line Items – WDC / JQ / SK
 - Commercial Clarifications / Exclusions – WDC / WS / PM / JQ / SK
 - Unit Prices – PW (VM)
 - Pricing Review
 - Intumescent Cost – application procedure (shop vs. field)
 - Steel Material Cost – escalation
 - Steel Labor
 - OCIP – confirmation Workers' Comp & General Liability are excluded from price
2. **Bid Scope Review and Clarifications [30 minutes]**
 - Offeror's Responses to Questions – Various
 - Safety – JB / CR
 - Quality Control – TT (EM)
 - WP8 Deletions & WP21 Clarifications – WDC / JQ / SK
3. **Material Quantities / Bust Review [30 minutes]** – PW (VM) / JQ
4. **Changes To Exhibit 2A (Pricing) [20 minutes]** – JQ
5. **Technical Proposal / Presentation [45 minutes]**
 - Means & Methods (Logistics, Phasing, Crane Plans) – LS/ BR/GS/JS/ MML
 - Schedule and Work Hours – LS/ BR/GS/JS/ MML
 - Technical Clarifications / Exclusions – LS/BR/GS/JS/MML/BP
6. **Any New / Additional Information for the Offerors [20 minutes]** – LS/BR/GS/JS/MML
 - Alternate Methods
7. **Review Next Steps [15 minutes]** – WDC

WP20 – Steel: Questions for DCM

GENERAL QUESTIONS (For all Offerors) & DCM RESPONSES

1.	<p>Is the subcontractor committed to complying with the PCIV requirement for fall protection when working above a height of 6'?</p> <p>[DCM Response] Yes.</p>
2.	<p>The Inspector General and PCJV review of your safety record have indicated a higher than average number of Total Recordable and Lost Workday Incidents. Please comment on your safety record.</p> <p>[DCM Response] We would like to review the safety records that are being cited. We do not believe that our records are beyond acceptable limits. We have had issues on past projects in which incorrect safety records were being review (there are companies with similar names to ours, which has caused incorrect safety records to be attached to DCM Erectors). We perform complex erection and employ large number of workers. We have had situations in the past working on projects with insurance wrap up programs where workers take advantage of the wrap up policy. We have in-house lawyers to fight every case reported under wrap up policies. Our attorneys request being notified of every incident that is reported. Safety is number one to us.</p> <p>PCIV to provide IG's comments on DCM and numbers that are being reviewed. DCM to provide explanation and possible mitigation plan.</p>
3.	<p>When do you expect to connect the station plate girders and spine to the East Box Girder. How does this relate to concrete work at plaza level and to removal of shoring. Explain your understanding of engineering of the steel cambers as it relates to these subjects and shop detailing and fabrication.</p> <p>[DCM Response] Follow PCJV sequence other than the tie-in of girders. We would erect all steel prior to any concrete. Engineer cambers based on this and temporary shores.</p> <p>PCJV noted that shore towers are to remain until after PCJV has placed PATH roof concrete. PCJV also noted that Steel Subcontractor will be able to remove sections of PATH Hall crane platform in order to install the north and south girders (AS-1 and BS-1) and replace the platform after the girders are installed or the Steel Subcontractor would be able to install the north and south girders below crane platform.</p>
4.	<p>Two of the three bidders include information as to hiring a welding consultant. It is anticipated that the type and volume of welding will require a team, within the subcontractor's employ, to manage the qualification of welds, welder qualifications, supervision for fit-up, in-process welding supervision, mapping of welds, weld sampling/testing, and documentation. Will the welding consultant and welding support staff be full time at the project site for preconstruction activities and throughout construction?</p> <p>[DCM Response] Our welding consultant has indicated full time availability with his staff. The DCM in-house staff is fully available.</p> <p>At Tower One – how many on site CWIs?</p> <p>[DCM Response] Currently we are not working continuously at Tower One. We will have as many CWIs as needed; the CWIs will be hired by DCM (working directly for DCM). As reference, we had 65 welders at Goldman Sachs and 80 welders at NY Times.</p>
5.	<p>The bidders were advised that additional member splices likely would be required in order to comply with the capacities of the proposed cranes and crane platforms. Has the subcontractor performed an assessment of the load/capacity combinations and incorporated the cost of all additional splices in their proposal as required by the subcontractor's proposed means/methods/equipment?</p> <p>[DCM Response] We have stuck with what is shown on the drawings so far. The heaviest lift that we see as far as material to be lowered from Church St is approximately 130 tons.</p> <p>Is DCM aware of PA crane procedures?</p> <p>[DCM Response] Yes.</p>
6.	<p>Schedule: Due to the very confined site and logistics with other contracts and work areas please explain your approach to maintaining as much as possible a continuous work operation.</p> <p>[DCM Response] We do not see too much interference, but will coordinate our work with</p>

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 COATING, METAL DECK & PRECAST CONCRETE WORK

	PCJV. We would try to avoid swinging over other work areas, but if it needs to be done, we will develop a plan to safely accomplish this (warning horns, flaggers, etc.).
7.	The subcontractors have indicated the use of flat cars and track occupancy in order to execute their construction activities. Have the subcontractors incorporated the costs associated with PATH's language specific to work train utilization, probability of meeting track outage requests, and outage cancellations? [DCM Response] Yes. Do you understand that you cannot move rail cars from So Plainfield to site [DCM Response] Yes. We will work with PCJV to determine where loads can be transferred from our rail cars to PATH rail cars. We have included costs in our proposal for transferring material from our rail cars to PATH rail cars.

DCM SPECIFIC QUESTIONS & RESPONSES

1.	Clarify their position on the 6' fall tie off. Your safety cover sheet 5.5 states you "strictly enforce" Subpart R, but you intend to provide the means to the workers to follow essentially Subpart M 6 foot rule. What is in your commercial bid? Are the costs for complying with Subpart M covered? [DCM Response] We are committed to 6' fall protection. We have included 6' fall protection in our cost.
2.	Are ALL safety requirements 100% pass through to second, third, etc tier subcontractors? [DCM Response] Yes. PCJV note: All of DCM's subcontractors/lower tiers must submit paper work (prequalification questionnaires / background information), including IG paperwork (Forms 5.1, 5.2, and 5.3). PCJV to advise if this requirement applies to material suppliers.
3.	Do they intend having a full time dedicated safety professional on site all working hours? The safety professional must be solely dedicated to safety and cannot be a project manager who serves a dual role. [DCM Response] Yes. The safety professional will be someone other than a project manager. This is included in cost.
4	"DCM Erectors, Inc has some Technical Items which we feel are restrictive and wish to discuss during our oral presentation " Please present all Technical Items at Orals and follow up in writing. Additionally, in body of proposal you state to the effect that you intend to build per AISC tolerances "notwithstanding" what is in drawings and specs. Please explain [DCM Response] Many of these technical issues were answered in Addendum #18. We could not find some tolerance information, similar to issue on WP8. PA noted that the tolerance issue has been clarified through the RFC process.
5.	DCM Milestone Dates: Path Hall Roof Start 11/2/09 Complete 8/19/11 I Line: Start 11/2/09 Complete 8/19/11 Transit Hall: Start 4/5/10 Complete 8/9/12 The start and complete dates provided in the DCM proposal are considerably different than the RFP Milestone dates. Please verify if it is the intent to deviate from the RFP Milestone Dates. [DCM Response] We realized that the schedule that was provided in the Technical Proposal did not meet milestones. We have updated the schedule accounting for additional work shifts and we present today a revised schedule that does meet the milestone dates. We recognized that we made an error in the Technical Proposal and we have provided corrected schedule. There is no commercial effect of this change to the schedule.
6.	Means & methods Plan: Please provide information on work schedule (i.e. workdays per week, shifts/workday, hours/shift, etc.) for Work Area 1, Work Area 2, and Work Area 3. Additionally, you did not quantify PATH partial outages or full station closures, nor NYCT GO's for performing the work. Explain how you intend to perform the work in the PATH station and over and within NYCT I line. [DCM Response] We have provided shift information in the presentation today. DCM has carried cost for either using the 6-week shut down or not.

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	PCJV will need to discuss 6-week shut down with DCM in a different venue.
7.	Has time for intumescent coating been included in the schedule that you provided? Explain the scope of intumescent coating as you understand it in Work Areas 1, 2 and 3 [DCM Response] Yes.
8.	Do they propose full size trial assemblies off site? [DCM Response] Trial assemblies are guaranteed, particularly when one fabricator mates to another fabricator. These trial assemblies would be performed in our staging yard (So. Plainfield, NJ).
9.	Means & Methods- 5 th paragraph, 4 th sentence; "Precast and steel for platforms in Path Area will be loaded on railcars at our yard and shipped to Path rail access area for inspection and transport to unloading area at site." Is shipping from your yard to path rail access area included in DCM's proposal? Explain your understanding of shipping steel to the site, including whether the proposed Marshalling Yard is essential to your plan. Clarify what your commercial proposal is based on. [DCM Response] (See previous response regarding transporting material via rail to the jobsite). DCM is not planning on using the PCJV Marshalling Yard. We have our own yard that we are planning to use; we need to use our So. Plainfield, NJ yard. Using the PCJV Marshalling Yard is not in our system and would result in a greater cost for us.
10.	Your annual construction volumes have increased from 32M in 04 to 166M in 2009. How would award of Options A, B, or C affect your company organization and size? [DCM Response] We have worked in NYC a long time; we have a long list of foremen who have worked with us. In Canada we have had over 1,000 men in field at one time. Volume is not an issue – we have the fabrication shop, the holding/marshalling yards, and the manpower. We are currently talking to enough suppliers to be over supplied for this project. In working on Tower One and Tower Four, we will have the advantage of manpower issues – we would be able to pull workers from the other WTC projects to staff off-hours work. How much of your (Larry Davis') time will be dedicated to the project? [DCM Response] Larry Davis would spending 100% of his time between all projects on the WTC site.
11.	Have they selected all their team members, or is that only going to happen when they go and "buyout the job" [DCM Response] DCM is planning on spreading the fabrication through many shops in order to benefit many fabricators during this economy. Final agreements are not in place yet, but we have prices from the fabricators that we have presented on our org. chart.
12.	What local presence will there be if any fabrication is done outside of the USA? Will this person be an employee or hired consultant? What experience have they had recently with importing material from overseas to the eastern seaboard of the USA? [DCM Response] DCM has experience working with foreign fabricator on WP8. DCM will have people in Spain. DCM has performed work world-wide, dealing with foreign fabricators in Mexico, Africa, and India.
13.	On Form 2A Bid Breakdown; Explain the costs you list under Engineering. For information, the intent of the engineering line item is to capture costs involved in detailing the steel including engineering of cambers to suit your erection sequence, costs involved in designing temporary structures, and purely engineering (but not drafting) costs involved in preparing shop drawings. no other costs are intended to be represented in this category. Advise whether this is what is presented in your form 2A [DCM Response] All engineering and drafting was included in this line item because engineering and drafting is interrelated. DCM can break down this item between engineering drafting.
14.	Did DCM give thought to alternate means? [DCM Response] Yes, we did consider the use of tower cranes. We would need to further study the capacities of tower cranes. We were looking at a FAVCO 1280, however we are not comfortable with this option yet. There are many heavy picks. There is more flexibility with the crawler cranes because they can move – it is easy to walk crawler cranes on mats.

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15	<p>Means and Methods on Transit Hall – explain difficulty with erecting the north and south sections first What is the impact?</p> <p>[DCM Response] The issue with erecting the north and south sections of the Transit Hall first in lieu of the east and west ends first relates to the sizes of pieces and the proposed ramp. The ramp would need to be extended further to the east and west ends in order to erect the east and west arches. Also, if we could erect the first level of the east and west sections, then we could start the welding in these sections while we work on the north and south sections. However, we can make the schedule if had to follow sequence in contract documents.</p>
16	<p>Who are the firms that you are seeking to use as M/WBE?</p> <p>[DCM Response] Names of firms were presented today in presentation. PCJV comment that firms need to be PA certified M/WBEs. PCJV can assist in the certification process if the company information is submitted. If firms do not receive PA certification, DCM will need to develop a contingency plan for meeting the 17% M/WBE goal.</p>
17.	<p>1-Line: What is elevation for cranes in East bathtub?</p> <p>[DCM Response] We can accommodate whatever the elevation of grade is at time the work is performed. However, we will need a proper, level, graded surface for the cranes.</p>
18.	<p>Briefly describe the sequence of tied arch construction and the 1-Line box. There is an issue with access for installing the invert beams – you need to be aware of limited access caused by bracing and PCJV's sequence for installation of the bracing.</p> <p>[DCM Response] We would build both arches simultaneously starting at the ends and working toward the middle. We would tie across with the roof beams as we erect the arches. We plan to feed the invert beams under the box after the tied arches are installed. We realize that this will be a tight area.</p>
19.	<p>Due to the size and nature of this project, we can expect changes as the shop drawings progress – what is DCM's action to keep costs and impacts to schedule to a minimum? We want to get away from the claim mindset</p> <p>[DCM Response] We've been in the steel business all of our life – we are used to changes. We can handle changes quickly because we perform detailing in-house. If there is a change once a piece is fabricated, we can affect changes in our marshalling yard. On other projects, we have had a crew renovating a building while it is still being built because of tenant changes after the building was fabricated. We have a whole staff to handle changes – changes will not be an issue.</p>
20.	<p>If the area of the Transit Hall is at elevation 228 instead of elevation 240 – can you erect the 1-Line steel without any issues?</p> <p>[DCM Response] Yes.</p>
21.	<p>What is your current backlog in terms of dollar amounts of total contracts held? Are you currently chasing any other big work?</p> <p>[DCM Response] For 2009 - \$30-40M, for 2010 - \$40-50M. These are values for combined fabrication, erection, material, and labor. We currently need work for our field operations and for our engineering & drafting staff. Our sub-fabricators are dying for work. For our Tower One contract, if you take off \$65M for raw material costs, we have about \$150M left on the contract. We have no other big work and we are not currently chasing any other big work. We have an arrangement with the Canadian government to provide unlimited insurance on all receivables (provided that our client has strong financial and payment records – EDC will check our clients records). A meeting with EDC can be scheduled. DCM to provide additional financial information.</p>

ADDITIONAL QUESTIONS for DCM RESPONSE

1.	What means will the subcontractor employ to ensure protection of work areas to permit progress on production welding during unfavorable weather conditions?
2.	What means will the subcontractor employ to access elevated points of work? The number of work points may require more lifts than can be supported by existing and temporary structures.

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3.	What is the anticipated peak manpower and provisions afforded for change shanties and administrative space.
4.	The bidders have indicated use of multiple fabricators What means of expediting and tracking programs are to be maintained and what means of global expediting and quality assurance are to be provided?
5.	How do you plan to control the off site fabrication of steel and Precast units? a. Who will be in charge of this? b. How does he/she plan to interact with the suppliers? c. Who will be conducting the review and approval of the fabrication QC plans, procedures, WPS's, WPQR's, qualifications, material certs, etc. prior to submission to Phoenix QC? d. Will you have a shop presence? If so, at what percent of the time? Will this be a sub or an in house person? e. Who will be signing off the products prior to departure from the plant (authorization for shipment?)
6.	How do you plan to control on site erection, bolting, and welding? f. Who will be in charge of this? g. How does he/she plan to interact with the subs? h. Who will be reviewing the sub QC Plans, qualifications, procedures, inspection and testing reports, etc. prior to submission to Phoenix? i. Will the quality staff members be dedicated to quality alone? Or will they have other functions? j. Will the on site quality staff be in house or subcontracted personnel?
7.	Status of inspection control devices a. What methods will you use to differentiate between inspected, not, inspected, rejected, and unfinished work? b. How will you confirm that an area has been complete and is ready for final inspection and turn over?
8.	What is their position on PCJV's send home policy for IDLH violations?
9.	In the event of a safety related incident is the full content of the ensuing investigation provided to PCJV?
10.	What turnaround period have they assumed for approval of shop drawings?
11.	How many shop drawings do they anticipate for the whole project
12.	What will be the maximum number of shop drawings they plan on submitting in one submission?
13.	Do they intend submitting every piece drawing and if so what size drawing?
14.	What turn around period have they assumed for answering RFI's?
15.	For coordination purposes what software, if any do they use to track submittals
16.	On page 1 of DCM's technical proposal item number 5.1.5, DCM states "DCM Erectors, Inc. utilizes...Tekla's X-Steel. to gauge progress and project actual versus desired project requirements." Does DCM intend to use Tekla on this project and if so, will DCM make this model available to other project stakeholders for 3D coordination purposes?
17.	Phasing Plans -- Please provide number of work trains to be provided by PCJV.
18.	Please supply us with a matrix showing percentage of the time each person will be working on the Hub along with their location NY field, etc.
19.	Are the Spanish fabricators going to use "FABTROL"?
20.	Lovett has listed a Partner plus two senior consultants. Are they full time on this project?
21.	Where will you be storing the pre-cast?
22.	Please supply us with a schedule that indicates what you have assumed as the status of the active station, G.O; station closed, closure etc.
23.	Your means and methods plan presented in the Technical Proposal seems to indicate access to the work area from the top of the I-Line box. This is not allowed Please confirm that you do not need to access the work area from the top of the I-Line box.



THE PORT AUTHORITY OF NY & NJ

suspect that a contractor has safety issues not fully disclosed by its prequalification submission for Work Package 20.

Fourth, Phoenix should take all necessary steps to ensure that contractors completely comply with all information and supporting documentation requested. Significant portions of the requested information/documentation were not produced, making a thorough and informed evaluation impossible.

II. COMMENTS / SPECIFIC CONTRACTORS

Information related to other Offerors has been hidden by PCJV.

DCM

- A. EMR provided is better than ave. rec. .870DCM, .740 Solera/DCM.
- B. Information left blank in questionnaire, 1-4 criteria. EMR provided in letter for last 3 years, but not in Questionnaire. (It is not satisfactory that DCM may have provided more complete information in connection with other work it is performing at the site. The instructions – at least for

Step 2 of the RFP – are very clear that complete info needs to be submitted, so they should have this info in the February 13 submission.)

C. No OSHA or Fatality Info provided Q 2. Provided OSHA printout, with no explanation. Our research shows 3 OSHA inspections since 2004 -- 11 citations issued.

D. No TRIR or LWCIR info provided Q 3-4.

Information related to other Offerors has been hidden by PCJV.

Michael Nestor
Director
Office of Investigations

PCJV Review

Contractor	Hours Worked	Employment Modification Rate	Total Recordable Cases	Total Recordable Incident Rate	Restricted Recordable Cases	Restricted Recordable Rate	Lost Workday Cases	Lost Workday Rate	Fatalities	HSE Program	Safety Orientation Program	Pre-work meeting	Toolbox Meetings
National Average			5.6	3.4			3.2						
Phoenix Standard		<1.0	<0.6	<0.5			<0.0						
DCM Erectors Inc.	2008	0.87								?	?	?	?
	2007 352,470	1.05	44	24.97	21	11.92	5	2.84					Health, Safety, and Environmental Pre-Qualification Questionnaire was not completed.
	2006 254,580	1.32	21	16.50	0	0.00	5	3.93					OSHA 300A provided not adequate to determine qualification.
	2005 244,325		18	14.73	15	12.28	3	2.46					Safety and Health Plan not included for review.

Is a high Insurance Modifier Rate and we would like to know what they intend to do to reduce the EMR
 This points out that the Incident Rate is greater than the Bureau of Labor Statistics National rate and what they intend to do to reduce each. We should request that each provide proof of additional training for their employees prior to starting of work, demand that they assign a qualified and full time safety representative including a weekly insurance carrier representative visit, and a letter designating a site manager with the responsibility of safety.

DeVito, Ronald

From: Qureshi, Javed [Javed Qureshi@bovislendlease.com]
Sent: Friday, March 06, 2009 1:45 PM
To: Leone, Saverio; Camilleri@pb-urs.com, DeVito, Ronald, Cose, Patricia, Barry DeFoe
Cc: darrell.waters@phoenixconstructors.com; Winsper, Gary ; Peters, Brian, DeCamp, William; Lennart Stenman@phoenixconstructors.com, McLoughlin, Mike, Reichert, Walter, Reilly, Brian, Salpas, John; Saukin, Walter; jonathan.saukin@phoenixconstructors.com, patrick.mullin@phoenixconstructors.com, patrick.ward@phoenixconstructors.com, Tom.Tyler@phoenixconstructors.com, tom.cullins@fluor.com, Deborah.Geideman@PHOENIXCONSTRUCTORS.COM, corky.rusnak@phoenixconstructors.com, jeffrey.barnett@phoenixconstructors.com; Quinn, Sharon, Quinn, William, Kremmidas, Sara
Subject: RE: RFP# W0TC-GC1-2-KN0186-020 Station Construction and Transit Hall Structure to Grade - Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work

Dear All.

Attached is the "General Procurement Status Update" FSM Work Package # 20 Steel - 2nd Step RFP Technical and Commercial for your information and record

<<File Summary Memorandum 2nd Step RFP pdf>>

Regards.

Javed I Qureshi | 212 616.5800 Main
Contracts Administrator | 646 467 7219 Direct
Phoenix Constructors, J V | 212 566.2350 Fax
115 Broadway, 18th Floor | Cell
New York, NY 10006
javed.qureshi@bovislendlease.com

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DATE: 3/4/2009

By: Javed Qureshi

**GENERAL PROCUREMENT STATUS UPDATE:
WP#20 Steel – 2nd Step RFP Technical and Commercial Proposals**

CONTRACT NUMBER: W0TC-GC1-2-KN0186-020
CONTRACT TYPE Firm Fixed Price (2nd Step RFP – Technical & Commercial Proposal)
DESCRIPTION: Station Construction and Transit Hall Structure to Grade
Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating,
Metal Deck & Precast Concrete Work
LOCATION: New York, NY
CLIENT: Port Authority of New York and New Jersey (PANYNJ)
1ST STEP RFP: Selection of Short-Listed Prime Offerors eligible to receive the 2nd Step RFP Bid Documents
PREQUALIFICATION / SHORT LIST SELECTION OF PRIME OFFERORS
1. American Bridge Company
2. DCM Erectors, Inc.
3. Perini Civil Construction
4. W & W Steel, LLC

2ND STEP RFP: TECHNICAL & COMMERCIAL PROPOSALS
This document is a continuation of the 1st Step Prequalification RFP File Summary Memorandum, dated 12/18/2008, American Bridge Company, DCM Erectors, Inc, Perini Civil Construction, and W & W Steel, LLC were short listed as Prime Offerors to receive the 2nd Step RFP for submittal of the Technical Proposal on 2/23/2009 and Commercial Proposal on 2/27/2009 12 00 PM.

The 2nd Step RFP is based upon the following proposal options:

Option A: Work Area 1 (PATH Station) + Work Area 2 (1 Line Subway Box)

Option B: Work Area 3 (Transit Hall)

Alternate Option C: Work Areas 1+2+3 (PATH Station + 1 Line Subway Box + Transit Hall)

An Offeror may submit a proposal for Option A and/or Option B. If an Offeror submits a proposal for Option A and/or Option B, then the Offeror may submit a proposal for Alternate Option C.

SOCIO-ECONOMIC STATUS: Short-Listed Prime Offerors are American based companies with local trade affiliations.

INTRODUCTION:

The 1st Step RFP (Prequalification phase) for the WP20 Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work was sent to the following ten companies on 11/21/2008.

1. DCM Erectors, Inc.
2. W & W Steel, LLC.
3. American Bridge Company
4. Owen Steel, Co, Inc.
5. Canam Steel
6. Schuff Steel – Gulf Coast Inc.
7. High Steel Structures
8. Koch Skanska, Inc.
9. Cornell & Company
10. Perini Civil Construction (RFP was sent to Perini on 12/1/08 after Non-Disclosure Agreement was received).

Prequalification proposals were received from four companies: American Bridge Company, DCM Erectors, Inc, Perini Civil Construction, and W&W Steel, LLC. All four companies were deemed qualified to proceed with the 2nd Step of the RFP. Reference the 1st Step Prequalification RFP File Summary Memorandum, dated 12/18/2008, for a full discussion of the procurement activities during the Prequalification phase of the RFP

The 2nd Step RFP was sent to the firms that were short-listed during the 1st Step RFP Prequalification phase. American Bridge Company, DCM Erectors, Inc., Perini Civil Construction, and W & W Steel, LLC were notified of their short-listed status on 12/18/2008 and the 2nd Step RFP was issued to them

BACKGROUND:

A total of eighteen addenda have been issued to the Offerors during both the 1st Step and the 2nd Step of the RFP. Two mandatory pre-bid meetings and site walk-throughs have been held with the Prime Offerors and their lower-tier subcontractors

Below is a chronological summary of the significant events that have occurred during the 2nd Step of the RFP.

- 2/10/2009 During the 2nd Step of the RFP process, American Bridge Company removed themselves as a Prime Offeror for this RFP, stating that the timing of the project does not fit well with their current scheduled workload.
- 2/23/2009 Technical Proposals were received from DCM Erectors, Perini Civil Construction, and W&W Steel LLC.
- 2/24/2009 Opened 2nd Step RFP Technical Proposals in the presence of representatives from Phoenix Constructors JV, PANYNJ, and Thacher Associates.
- 2/26/2009 PANYNJ advised that the remaining three Prime Offerors, DCM Erectors, Inc, Perini Civil Construction, and W & W Steel, LLC, cleared vetting review by the Inspector General's office; however, one firm, Perini, must engage an integrity monitor as a condition of being cleared, which they have agreed to
- 2/27/2009 The Evaluation Committee presented their review of the Technical Proposals, including detailed comments and ratings of each of the Prime Offerors. The meeting was attended by the Evaluation Committee voting members (Brian Peters, Sara Kremmidas, Patrick Mullen) and non-voting members (Patricia Cose, Alvin Caesar, Saverio Leone, and Philip Camilleri), as well as the following other representatives: PCJV – William DeCamp, Javed Qureshi, Walter Saukin, PANYNJ – Vince Tornatore, David Puza, Jim Fenster, Mark Wierciszewski, Mark Pagliettini, Thacher Associates – Claire LeBlanc. Comments on the Technical Proposals made by the Evaluation Committee members and the other attendees were recorded
- 2/27/2009 Commercial Proposals were received from DCM Erectors Inc., Perini Civil Construction, and W&W Steel, LLC.
- 2/27/2009 Opened 2nd Step RFP Commercial Proposals in the presence of the following representatives.

1. William DeCamp PCJV
2. Brian Peters PCJV
3. Javed Qureshi PCJV
4. Sara Kremmidas PCJV
5. Patrick Mullen PCJV
6. Walter Saukin PCJV
7. Saverio Leone PANYNJ
8. Ronald DeVito PANYNJ
9. William Foley PANYNJ
10. Ed Orlando PANYNJ
11. Philip Camilleri PB/URS
12. Kenneth Casado Thacher Associates

PROPOSAL REVIEW:

Technical Proposals:

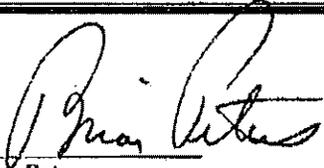
The Evaluation Committee members evaluated the Technical Proposals based on the deliverables listed in the evaluation form below. Comments (strengths/weaknesses/deficiencies/risk) were noted for each deliverable and the Offerors were rated in each category. Phoenix Constructors JV designated additional reviewers to support the effort by the Evaluation Committee. These additional supporting reviewers were selected based on the specialty knowledge of the deliverable items, such as means and methods, scheduling, safety, quality control, and M/WBE requirements.

Evaluation Form B: 2nd Step RFP Technical Proposal

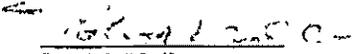
Deliverable	Rating		Comments- Strengths/Weaknesses/Deficiencies/Risk
	Good	Fair	
Mgmt of Fabrication, Erection, Connection Engineering, Detailing			
Cranes, Equipment, Site Logistics, Means and Methods Plan			
Schedule			
QC Plan			
EHS / Safety Plan			
M/WBE Participation Plan			
Exceptions / Qualifications			
TOTALS			

During the Technical Proposal Evaluation Meeting, the ratings from each of the committee members were tallied. A summary of the committee members' evaluations (comments and their ratings) for each of the Prime Offerors is presented below. Based on the evaluation of the Technical Proposals, each Prime Offeror was determined to be technically qualified.

APPROVALS:



Brian Peters
Evaluation Committee Member



Patrick Mullen
Evaluation Committee Member



Sara Kremmidas
Evaluation Committee Member

WDC 2/6/09

DeVito, Ronald

From: Qureshi, Javed [Javed.Qureshi@bovislendlease.com]
Sent: Tuesday, December 16, 2008 4:23 PM
To: Jeff Gannett
Cc: Kremmidas, Sara; DeCamp, William; Saukin, Walter; Leone, Saverio; DeVito, Ronald; Camilleri, Philip
Subject: RE: W0TC-GC1-2-KN0186-020 Station Construction and Transit Hall Structure to Grade - Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work.

Dear Jeff:

We have performed an initial review of your 1st Step RFP submittal and have determined the following documents to be incomplete, missing, or require clarification. The obligation to submit ALL required documents is the sole obligation of the Proposer. The list below is not intended to be all-inclusive, but rather a list of obvious inconsistencies compiled after a preliminary review.

Please provide these documents by 1:00pm, Thursday, December 18, 2008. You may provide individual documents as soon as they are available via email but must followup with a hard copy. We are currently reviewing your pre-qualification package submittal based on the information that was received on 12/15/08, but will consider any of the documents that you supply when/if they are submitted. We are continuing to review your submittal and will advise if any other information requires clarification.

DCM Erectors: Submit Fabrication shop capacity and Backlog Volume of work and Dollar amount
Submit Backlog (dollar amount) for Erector(s)
Coordinate Org. Chart with submitted certification for team members (fabricators & erectors)
Specifically state who you intend to use as your: Detailer(s) and Erector(s)
Submit Form 30A and 30 B for identified Steel Detailers, Steel Fabricators and Steel Erectors
Submit Financial Statements for identified Steel Detailers, Steel Fabricators and Steel Erectors
Submit Bonding Capacity of DCM and Team Members (specifically stating limits)
Submit Project references for Team Members (other than DCM)
Provide copy of DCM QA/ QC Plan (Referencing the information utilized for WP 8 is not acceptable - Please provide attachment)

Provide Copy Health and safety Plan of DCM (Referencing the information utilized for WP 8 is not acceptable - Please provide attachment)

Resumes of all team member personnel

Should you have any questions, feel free to call me.

Javed I. Qureshi		212.616.5800	Main
Contracts Administrator		646.467.7219	Direct
Phoenix Constructors, J V		212.566.2350	Fax
115 Broadway, 18th Floor			Cell

New York, NY 10006
javed.qureshi@bovislendlease.com

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12/16/2008

DeVito, Ronald

From: Qureshi, Javed [Javed.Qureshi@bovislendlease.com]
Sent: Friday, March 06, 2009 4:58 PM
To: Larry Davis; Jeff Gannett
Cc: darrell.waters@phoenixconstructors.com; Winsper, Gary ; Peters, Brian; DeCamp, William; Lennart.Stenman@phoenixconstructors.com; McLoughlin, Mike; Reichert, Walter; Relly, Brian; Saukin, Walter; Tom.Tyler@phoenixconstructors.com; tom.cullins@fluor.com; Quinn, Sharon; Leone, Saverio; DeVito, Ronald; Camilleri@pb-urs.com; Greg.Shaw@skanska.com; patrick.mullin@phoenixconstructors.com; Barry DeFoe
Subject: RE: RFP#: W0TC-GC1-2-KN0186-020 Station Construction and Transit Hall Structure to Grade - Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work

Larry Davis:

Attached are the minutes of Phoenix / PA questions and DCM responses to the questions captured during your Oral Presentation dated March 5, 2009 for your information and record. Please confirm the accuracy of your response by signing and returning the minutes to me via return e-mail. As stated at the above said oral presentation, we have included additional questions to be answered by DCM prior to the Final Meeting on March 12, 2009.

In addition it is imperative that DCM submit updated and current financials as soon as possible.

DCM Final Meeting: March 12, 2009 - 8:30 AM to 12:30 PM at 115, Broadway 18th floor Conference Room, New York, NY 10006.

Agenda for the final meeting will be issued on March 9, 2009.

<<DCM Oral Presentation Questions.pdf>> <<DCM Safety Review.PDF>>

Regards.

Javed I. Qureshi | 212.616.5800 Main
Contracts Administrator | 646.467.7219 Direct
Phoenix Constructors, J V | 212.566.2350 Fax
115 Broadway, 18th Floor | Cell
New York, NY 10006
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3/27/2009

PCJV Review

Contractor		Hours Worked	Experience Modification Rate	Total Recordable Cases	Total Recordable Incident Rate	Restricted Recordable Cases	Restricted Recordable Rate	Lost Workday Cases	Lost Workday Rate	Fatalities	HSE Program	Safety Orientation Program	Pre-work briefing	Toolbox Meetings
National Average				5.6		2.4		3.2						
Phoenix Standard			0.8	< 0.6		1.5		1.0						
DCM Erectors Inc.														
2008			0.87								?	?	?	?
2007	352,470		1.05	44	24.97	21	11.92	5	2.84					Health, Safety, and Environmental Pre-Qualification Questionnaire was not completed.
2006	254,580		1.32	21	16.92	0	0.00	5	3.93					OSHA 300A provided not adequate to determine qualification.
2005	244,325			18	14.73	15	12.28	3	2.46					Safety and Health Plan not included for review.

is a high Insurance Modifier Rate and we would like to know what they intend to do to reduce the EMR. This points out that the Incident Rate is greater than the Bureau of Labor Statistics National rate and what they intend to do to reduce each. We should request that each provide proof of additional training for their employees prior to starting of work, demand that they assign a qualified and full time safety representative including a weekly insurance carrier representative visit, and a letter designating a site manager with the responsibility of safety.

WP20 – Steel: Questions for DCM

GENERAL QUESTIONS (For all Offerors) & DCM RESPONSES

1.	<p>Is the subcontractor committed to complying with the PCJV requirement for fall protection when working above a height of 6'?</p> <p>[DCM Response] Yes.</p>
2.	<p>The Inspector General and PCJV review of your safety record have indicated a higher than average number of Total Recordable and Lost Workday Incidents. Please comment on your safety record.</p> <p>[DCM Response] We would like to review the safety records that are being cited. We do not believe that our records are beyond acceptable limits. We have had issues on past projects in which incorrect safety records were being review (there are companies with similar names to ours, which has caused incorrect safety records to be attached to DCM Erectors). We perform complex erection and employ large number of workers. We have had situations in the past working on projects with insurance wrap up programs where workers take advantage of the wrap up policy. We have in-house lawyers to fight every case reported under wrap up policies. Our attorneys request being notified of every incident that is reported. Safety is number one to us.</p> <p>PCJV to provide IG's comments on DCM and numbers that are being reviewed. DCM to provide explanation and possible mitigation plan.</p>
3.	<p>When do you expect to connect the station plate girders and spine to the East Box Girder. How does this relate to concrete work at plaza level and to removal of shoring. Explain your understanding of engineering of the steel cambers as it relates to these subjects and shop detailing and fabrication.</p> <p>[DCM Response] Follow PCJV sequence other than the tie-in of girders. We would erect all steel prior to any concrete. Engineer cambers based on this and temporary shores.</p> <p>PCJV noted that shore towers are to remain until after PCJV has placed PATH roof concrete. PCJV also noted that Steel Subcontractor will be able to remove sections of PATH Hall crane platform in order to install the north and south girders (AS-1 and BS-1) and replace the platform after the girders are installed or the Steel Subcontractor would be able to install the north and south girders below crane platform.</p>
4.	<p>Two of the three bidders include information as to hiring a welding consultant. It is anticipated that the type and volume of welding will require a team, within the subcontractor's employ, to manage the qualification of welds, welder qualifications, supervision for fit-up, in-process welding supervision, mapping of welds, weld sampling/testing, and documentation. Will the welding consultant and welding support staff be full time at the project site for preconstruction activities and throughout construction?</p> <p>[DCM Response] Our welding consultant has indicated full time availability with his staff. The DCM in-house staff is fully available.</p> <p>At Tower One – how many on site CWIs?</p> <p>[DCM Response] Currently we are not working continuously at Tower One. We will have as many CWIs as needed; the CWIs will be hired by DCM (working directly for DCM). As reference, we had 65 welders at Goldman Sachs and 80 welders at NY Times.</p>
5.	<p>The bidders were advised that additional member splices likely would be required in order to comply with the capacities of the proposed cranes and crane platforms. Has the subcontractor performed an assessment of the load/capacity combinations and incorporated the cost of all additional splices in their proposal as required by the subcontractor's proposed means/methods/equipment?</p> <p>[DCM Response] We have stuck with what is shown on the drawings so far. The heaviest lift that we see as far as material to be lowered from Church St is approximately 130 tons.</p> <p>Is DCM aware of PA crane procedures?</p> <p>[DCM Response] Yes.</p>
6.	<p>Schedule: Due to the very confined site and logistics with other contracts and work areas please explain your approach to maintaining as much as possible a continuous work operation.</p> <p>[DCM Response] We do not see too much interference, but will coordinate our work with</p>

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	PCJV. We would try to avoid swinging over other work areas, but if it needs to be done, we will develop a plan to safely accomplish this (warning horns, flaggers, etc.).
7.	The subcontractors have indicated the use of flat cars and track occupancy in order to execute their construction activities. Have the subcontractors incorporated the costs associated with PATH's language specific to work train utilization, probability of meeting track outage requests, and outage cancelations? [DCM Response] Yes. Do you understand that you cannot move rail cars from So, Plainfield to site. [DCM Response] Yes. We will work with PCJV to determine where loads can be transferred from our rail cars to PATH rail cars. We have included costs in our proposal for transferring material from our rail cars to PATH rail cars.

DCM SPECIFIC QUESTIONS & RESPONSES

1.	Clarify their position on the 6' fall tie off. Your safety cover sheet 5.5 states you "strictly enforce" Subpart R, but you intend to provide the means to the workers to follow essentially Subpart M 6 foot rule. What is in your commercial bid? Are the costs for complying with Subpart M covered? [DCM Response] We are committed to 6' fall protection. We have included 6' fall protection in our cost.
2.	Are ALL safety requirements 100% pass through to second, third, etc tier subcontractors? [DCM Response] Yes. PCJV note: All of DCM's subcontractors/lower tiers must submit paper work (prequalification questionnaires / background information), including IG paperwork (Forms 5.1, 5.2, and 5.3). PCJV to advise if this requirement applies to material suppliers.
3.	Do they intend having a full time dedicated safety professional on site all working hours? The safety professional must be solely dedicated to safety and cannot be a project manager who serves a dual role. [DCM Response] Yes. The safety professional will be someone other than a project manager. This is included in cost.
4.	"DCM Erectors, Inc has some Technical Items which we feel are restrictive and wish to discuss during our oral presentation." Please present all Technical Items at Orals and follow up in writing. Additionally, in body of proposal you state to the effect that you intend to build per AISC tolerances "notwithstanding" what is in drawings and specs. Please explain. [DCM Response] Many of these technical issues were answered in Addendum #18. We could not find some tolerance information, similar to issue on WP8. PA noted that the tolerance issue has been clarified through the RFC process.
5.	DCM Milestone Dates: Path Hall Roof: Start 11/2/09 Complete 8/19/11 1 Line: Start 11/2/09 Complete 8/19/11 Transit Hall: Start 4/5/10 Complete 8/9/12 The start and complete dates provided in the DCM proposal are considerably different than the RFP Milestone dates. Please verify if it is the intent to deviate from the RFP Milestone Dates. [DCM Response] We realized that the schedule that was provided in the Technical Proposal did not meet milestones. We have updated the schedule accounting for additional work shifts and we present today a revised schedule that does meet the milestone dates. We recognized that we made an error in the Technical Proposal and we have provided corrected schedule. There is no commercial effect of this change to the schedule.
6.	Means & methods Plan: Please provide information on work schedule (i.e. workdays per week, shifts/workday, hours/shift, etc.) for Work Area 1, Work Area 2, and Work Area 3. Additionally, you did not quantify PATH partial outages or full station closures, nor NYCT GO's for performing the work. Explain how you intend to perform the work in the PATH station and over and within NYCT 1 line. [DCM Response] We have provided shift information in the presentation today. DCM has carried cost for either using the 6-week shut down or not.

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	PCJV will need to discuss 6-week shut down with DCM in a different venue.
7.	Has time for intumescent coating been included in the schedule that you provided? Explain the scope of intumescent coating as you understand it in Work Areas 1, 2 and 3. [DCM Response] Yes.
8.	Do they propose full size trial assemblies off site? [DCM Response] Trial assemblies are guaranteed, particularly when one fabricator mates to another fabricator. These trial assemblies would be performed in our staging yard (So. Plainfield, NJ).
9.	Means & Methods: 5 th paragraph, 4 th sentence; "Precast and steel for platforms in Path Area will be loaded on railcars at our yard and shipped to Path rail access area for inspection and transport to unloading area at site." Is shipping from your yard to path rail access area included in DCM's proposal? Explain your understanding of shipping steel to the site, including whether the proposed Marshalling Yard is essential to your plan. Clarify what your commercial proposal is based on. [DCM Response] (See previous response regarding transporting material via rail to the jobsite). DCM is not planning on using the PCJV Marshalling Yard. We have our own yard that we are planning to use; we need to use our So. Plainfield, NJ yard. Using the PCJV Marshalling Yard is not in our system and would result in a greater cost for us.
10.	Your annual construction volumes have increased from 32M in 04 to 166M in 2009. How would award of Options A, B, or C affect your company organization and size? [DCM Response] We have worked in NYC a long time; we have a long list of foremen who have worked with us. In Canada we have had over 1,000 men in field at one time. Volume is not an issue – we have the fabrication shop, the holding/marshalling yards, and the manpower. We are currently talking to enough suppliers to be over supplied for this project. In working on Tower One and Tower Four, we will have the advantage of manpower issues – we would be able to pull workers from the other WTC projects to staff off-hours work. How much of your (Larry Davis') time will be dedicated to the project? [DCM Response] Larry Davis would spending 100% of his time between all projects on the WTC site.
11.	Have they selected all their team members, or is that only going to happen when they go and "buyout the job" [DCM Response] DCM is planning on spreading the fabrication through many shops in order to benefit many fabricators during this economy. Final agreements are not in place yet, but we have prices from the fabricators that we have presented on our org. chart.
12.	What local presence will there be if any fabrication is done outside of the USA? Will this person be an employee or hired consultant? What experience have they had recently with importing material from overseas to the eastern seaboard of the USA? [DCM Response] DCM has experience working with foreign fabricator on WP8. DCM will have people in Spain. DCM has performed work world-wide, dealing with foreign fabricators in Mexico, Africa, and India.
13.	On Form 2A Bid Breakdown; Explain the costs you list under Engineering. For information, the intent of the engineering line item is to capture costs involved in detailing the steel including engineering of cambers to suit your erection sequence, costs involved in designing temporary structures, and purely engineering (but not drafting) costs involved in preparing shop drawings. no other costs are intended to be represented in this category. Advise whether this is what is presented in your form 2A. [DCM Response] All engineering and drafting was included in this line item because engineering and drafting is interrelated. DCM can break down this item between engineering drafting.
14.	Did DCM give thought to alternate means? [DCM Response] Yes, we did consider the use of tower cranes. We would need to further study the capacities of tower cranes. We were looking at a FAVCO 1280, however we are not comfortable with this option yet. There are many heavy picks. There is more flexibility with the crawler cranes because they can move – it is easy to walk crawler cranes on mats.

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15.	<p>Means and Methods on Transit Hall – explain difficulty with erecting the north and south sections first. What is the impact?</p> <p>[DCM Response] The issue with erecting the north and south sections of the Transit Hall first in lieu of the east and west ends first relates to the sizes of pieces and the proposed ramp. The ramp would need to be extended further to the east and west ends in order to erect the east and west arches. Also, if we could erect the first level of the east and west sections, then we could start the welding in these sections while we work on the north and south sections. However, we can make the schedule if had to follow sequence in contract documents.</p>
16.	<p>Who are the firms that you are seeking to use as M/WBE?</p> <p>[DCM Response] Names of firms were presented today in presentation. PCJV comment that firms need to be PA certified M/WBEs. PCJV can assist in the certification process if the company information is submitted. If firms do not receive PA certification, DCM will need to develop a contingency plan for meeting the 17% M/WBE goal.</p>
17.	<p>1-Line: What is elevation for cranes in East bathtub?</p> <p>[DCM Response] We can accommodate whatever the elevation of grade is at time the work is performed. However, we will need a proper, level, graded surface for the cranes.</p>
18.	<p>Briefly describe the sequence of tied arch construction and the 1-Line box. There is an issue with access for installing the invert beams – you need to be aware of limited access caused by bracing and PCJV's sequence for installation of the bracing.</p> <p>[DCM Response] We would build both arches simultaneously starting at the ends and working toward the middle. We would tie across with the roof beams as we erect the arches. We plan to feed the invert beams under the box after the tied arches are installed. We realize that this will be a tight area.</p>
19.	<p>Due to the size and nature of this project, we can expect changes as the shop drawings progress – what is DCM's action to keep costs and impacts to schedule to a minimum? We want to get away from the claim mindset.</p> <p>[DCM Response] We've been in the steel business all of our life – we are used to changes. We can handle changes quickly because we perform detailing in-house. If there is a change once a piece is fabricated, we can affect changes in our marshalling yard. On other projects, we have had a crew renovating a building while it is still being built because of tenant changes after the building was fabricated. We have a whole staff to handle changes – changes will not be an issue.</p>
20.	<p>If the area of the Transit Hall is at elevation 228 instead of elevation 240 – can you erect the 1-Line steel without any issues?</p> <p>[DCM Response] Yes.</p>
21.	<p>What is your current backlog in terms of dollar amounts of total contracts held? Are you currently chasing any other big work?</p> <p>[DCM Response] For 2009 - \$30-40M, for 2010 - \$40-50M. These are values for combined fabrication, erection, material, and labor. We currently need work for our field operations and for our engineering & drafting staff. Our sub-fabricators are dying for work. For our Tower One contract, if you take off \$65M for raw material costs, we have about \$150M left on the contract. We have no other big work and we are not currently chasing any other big work. We have an arrangement with the Canadian government to provide unlimited insurance on all receivables (provided that our client has strong financial and payment records – EDC will check our clients records). A meeting with EDC can be scheduled. DCM to provide additional financial information.</p>

ADDITIONAL QUESTIONS for DCM RESPONSE

1.	What means will the subcontractor employ to ensure protection of work areas to permit progress on production welding during unfavorable weather conditions?
2.	What means will the subcontractor employ to access elevated points of work? The number of work points may require more lifts than can be supported by existing and temporary structures.

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3.	What is the anticipated peak manpower and provisions afforded for change shanties and administrative space.
4.	The bidders have indicated use of multiple fabricators. What means of expediting and tracking programs are to be maintained and what means of global expediting and quality assurance are to be provided?
5.	How do you plan to control the off site fabrication of steel and Precast units? a. Who will be in charge of this? b. How does he/she plan to interact with the suppliers? c. Who will be conducting the review and approval of the fabrication QC plans, procedures, WPS's, WPQR's, qualifications, material certs, etc. prior to submission to Phoenix QC? d. Will you have a shop presence? If so, at what percent of the time? Will this be a sub or an in house person? e. Who will be signing off the products prior to departure from the plant (authorization for shipment?)
6.	How do you plan to control on site erection, bolting, and welding? f. Who will be in charge of this? g. How does he/she plan to interact with the subs? h. Who will be reviewing the sub QC Plans, qualifications, procedures, inspection and testing reports, etc. prior to submission to Phoenix? i. Will the quality staff members be dedicated to quality alone? Or will they have other functions? j. Will the on site quality staff be in house or subcontracted personnel?
7.	Status of inspection control devices a. What methods will you use to differentiate between inspected, not, inspected, rejected, and unfinished work? b. How will you confirm that an area has been complete and is ready for final inspection and turn over?
8.	What is their position on PCJV's send home policy for IDLH violations?
9.	In the event of a safety related incident is the full content of the ensuing investigation provided to PCJV?
10.	What turnaround period have they assumed for approval of shop drawings?
11.	How many shop drawings do they anticipate for the whole project
12.	What will be the maximum number of shop drawings they plan on submitting in one submission?
13.	Do they intend submitting every piece drawing and if so what size drawing?
14.	What turn around period have they assumed for answering RFI's?
15.	For coordination purposes what software, if any do they use to track submittals
16.	On page 1 of DCM's technical proposal item number 5.1.5, DCM states "DCM Erectors, Inc. utilizes...Tekla's X-Steel...to gage progress and project actual versus desired project requirements." Does DCM intend to use Tekla on this project and if so, will DCM make this model available to other project stakeholders for 3D coordination purposes?
17.	Phasing Plans - Please provide number of work trains to be provided by PCJV.
18.	Please supply us with a matrix showing percentage of the time each person will be working on the Hub along with their location NY field, etc.
19.	Are the Spanish fabricators going to use "FABTROL"?
20.	Lovett has listed a Partner plus two senior consultants. Are they full time on this project?
21.	Where will you be storing the pre-cast?
22.	Please supply us with a schedule that indicates what you have assumed as the status of the active station, G.O; station closed; closure etc.
23.	Your means and methods plan presented in the Technical Proposal seems to indicate access to the work area from the top of the 1-Line box. This is not allowed. Please confirm that you do not need to access the work area from the top of the 1-Line box.



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STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE
FURNISH, FABRICATE AND ERECT STRUCTURAL STEEL, INTUMESCENT
FIRE RESISTANT COATING, METAL DECK AND PRECAST CONCRETE WORK

AGENDA

Final Meeting with Selected Prime Offerors
Dated March 12 & 13, 2009

Location: Phoenix Constructors JV 115 Broadway, 18th Floor New York, NY 10006

1. **Commercial Proposal [45 minutes]**
 - Bonding – WDC / WS / SQ
 - Missing Line Items – WDC / JQ / SK
 - Commercial Clarifications / Exclusions – WDC / WS / PM / JQ / SK
 - Unit Prices – PW (VM)
 - Pricing Review
 - Intumescent Cost – application procedure (shop vs. field)
 - Steel Material Cost – escalation
 - Steel Labor
 - OCIP – confirmation Workers' Comp & General Liability are excluded from price
2. **Bid Scope Review and Clarifications [30 minutes]**
 - Offeror's Responses to Questions – Various
 - Safety – JB / CR
 - Quality Control – TT (EM)
 - WP8 Deletions & WP21 Clarifications – WDC / JQ / SK
3. **Material Quantities / Bust Review [30 minutes]** – PW (VM) / JQ
4. **Changes To Exhibit 2A (Pricing) [20 minutes]** – JQ
5. **Technical Proposal / Presentation [45 minutes]**
 - Means & Methods (Logistics, Phasing, Crane Plans) – LS/ BR/GS/JS/ MML
 - Schedule and Work Hours – LS/ BR/GS/JS/ MML
 - Technical Clarifications / Exclusions – LS/BR/GS/JS/MML/BP
6. **Any New / Additional Information for the Offerors [20 minutes]** – LS/BR/GS/JS/MML
 - Alternate Methods
7. **Review Next Steps [15 minutes]** – WDC

WP20 – Steel: Questions for DCM

GENERAL QUESTIONS (For all Offerors) & DCM RESPONSES

1	<p>Is the subcontractor committed to complying with the PCJV requirement for fall protection when working above a height of 6'?</p> <p>[DCM Response] Yes.</p>
2	<p>The Inspector General and PCJV review of your safety record have indicated a higher than average number of Total Recordable and Lost Workday Incidents. Please comment on your safety record.</p> <p>[DCM Response] We would like to review the safety records that are being cited. We do not believe that our records are beyond acceptable limits. We have had issues on past projects in which incorrect safety records were being review (there are companies with similar names to ours, which has caused incorrect safety records to be attached to DCM Erectors). We perform complex erection and employ large number of workers. We have had situations in the past working on projects with insurance wrap up programs where workers take advantage of the wrap up policy. We have in-house lawyers to fight every case reported under wrap up policies. Our attorneys request being notified of every incident that is reported. Safety is number one to us.</p> <p>PCJV to provide IG's comments on DCM and numbers that are being reviewed. DCM to provide explanation and possible mitigation plan.</p>
3.	<p>When do you expect to connect the station plate girders and spine to the East Box Girder. How does this relate to concrete work at plaza level and to removal of shoring. Explain your understanding of engineering of the steel cambers as it relates to these subjects and shop detailing and fabrication.</p> <p>[DCM Response] Follow PCJV sequence other than the tie-in of girders. We would erect all steel prior to any concrete. Engineer cambers based on this and temporary shores.</p> <p>PCJV noted that shore towers are to remain until after PCJV has placed PATH roof concrete. PCJV also noted that Steel Subcontractor will be able to remove sections of PATH Hall crane platform in order to install the north and south girders (AS-1 and BS-1) and replace the platform after the girders are installed or the Steel Subcontractor would be able to install the north and south girders below crane platform.</p>
4.	<p>Two of the three bidders include information as to hiring a welding consultant. It is anticipated that the type and volume of welding will require a team, within the subcontractor's employ, to manage the qualification of welds, welder qualifications, supervision for fit-up, in-process welding supervision, mapping of welds, weld sampling/testing, and documentation. Will the welding consultant and welding support staff be full time at the project site for preconstruction activities and throughout construction?</p> <p>[DCM Response] Our welding consultant has indicated full time availability with his staff. The DCM in-house staff is fully available.</p> <p>At Tower One – how many on site CWIs?</p> <p>[DCM Response] Currently we are not working continuously at Tower One. We will have as many CWIs as needed; the CWIs will be hired by DCM (working directly for DCM). As reference, we had 65 welders at Goldman Sachs and 80 welders at NY Times.</p>
5.	<p>The bidders were advised that additional member splices likely would be required in order to comply with the capacities of the proposed cranes and crane platforms. Has the subcontractor performed an assessment of the load/capacity combinations and incorporated the cost of all additional splices in their proposal as required by the subcontractor's proposed means/methods/equipment?</p> <p>[DCM Response] We have stuck with what is shown on the drawings so far. The heaviest lift that we see as far as material to be lowered from Church St is approximately 130 tons.</p> <p>Is DCM aware of PA crane procedures?</p> <p>[DCM Response] Yes.</p>
6.	<p>Schedule: Due to the very confined site and logistics with other contracts and work areas please explain your approach to maintaining as much as possible a continuous work operation.</p> <p>[DCM Response] We do not see too much interference, but will coordinate our work with</p>

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	PCJV. We would try to avoid swinging over other work areas, but if it needs to be done, we will develop a plan to safely accomplish this (warning horns, flaggers, etc.).
7.	The subcontractors have indicated the use of flat cars and track occupancy in order to execute their construction activities. Have the subcontractors incorporated the costs associated with PATH's language specific to work train utilization, probability of meeting track outage requests, and outage cancellations? [DCM Response] Yes. Do you understand that you cannot move rail cars from So Plainfield to site [DCM Response] Yes. We will work with PCJV to determine where loads can be transferred from our rail cars to PATH rail cars. We have included costs in our proposal for transferring material from our rail cars to PATH rail cars.

DCM SPECIFIC QUESTIONS & RESPONSES

1.	Clarify their position on the 6' fall tie off. Your safety cover sheet 5.5 states you "strictly enforce" Subpart R, but you intend to provide the means to the workers to follow essentially Subpart M 6 foot rule. What is in your commercial bid? Are the costs for complying with Subpart M covered? [DCM Response] We are committed to 6' fall protection. We have included 6' fall protection in our cost.
2.	Are ALL safety requirements 100% pass through to second, third, etc tier subcontractors? [DCM Response] Yes. PCJV note: All of DCM's subcontractors/lower tiers must submit paper work (prequalification questionnaires / background information), including IG paperwork (Forms 5.1, 5.2, and 5.3). PCJV to advise if this requirement applies to material suppliers.
3.	Do they intend having a full time dedicated safety professional on site all working hours? The safety professional must be solely dedicated to safety and cannot be a project manager who serves a dual role. [DCM Response] Yes. The safety professional will be someone other than a project manager. This is included in cost.
4.	"DCM Erectors, Inc has some Technical Items which we feel are restrictive and wish to discuss during our oral presentation " Please present all Technical Items at Orals and follow up in writing. Additionally, in body of proposal you state to the effect that you intend to build per AISC tolerances "notwithstanding" what is in drawings and specs. Please explain. [DCM Response] Many of these technical issues were answered in Addendum #18. We could not find some tolerance information, similar to issue on WP8. PA noted that the tolerance issue has been clarified through the RFC process.
5.	DCM Milestone Dates: Path Hall Roof. Start 11/2/09 Complete 8/19/11 I Line: Start 11/2/09 Complete 8/19/11 Transit Hall: Start 4/5/10 Complete 8/9/12 The start and complete dates provided in the DCM proposal are considerably different than the RFP Milestone dates. Please verify if it is the intent to deviate from the RFP Milestone Dates. [DCM Response] We realized that the schedule that was provided in the Technical Proposal did not meet milestones. We have updated the schedule accounting for additional work shifts and we present today a revised schedule that does meet the milestone dates. We recognized that we made an error in the Technical Proposal and we have provided corrected schedule. There is no commercial effect of this change to the schedule.
6.	Means & methods Plan: Please provide information on work schedule (i.e. workdays per week, shifts/workday, hours/shift, etc.) for Work Area 1, Work Area 2, and Work Area 3. Additionally, you did not quantify PATH partial outages or full station closures, nor NYCT GO's for performing the work. Explain how you intend to perform the work in the PATH station and over and within NYCT I line. [DCM Response] We have provided shift information in the presentation today. DCM has carried cost for either using the 6-week shut down or not.

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	PCJV will need to discuss 6-week shut down with DCM in a different venue.
7.	Has time for intumescent coating been included in the schedule that you provided? Explain the scope of intumescent coating as you understand it in Work Areas 1, 2 and 3. [DCM Response] Yes.
8.	Do they propose full size trial assemblies off site? [DCM Response] Trial assemblies are guaranteed, particularly when one fabricator mates to another fabricator. These trial assemblies would be performed in our staging yard (So. Plainfield, NJ).
9.	Means & Methods: 5 th paragraph, 4 th sentence; "Precast and steel for platforms in Path Area will be loaded on railcars at our yard and shipped to Path rail access area for inspection and transport to unloading area at site." Is shipping from your yard to path rail access area included in DCM's proposal? Explain your understanding of shipping steel to the site, including whether the proposed Marshalling Yard is essential to your plan. Clarify what your commercial proposal is based on. [DCM Response] (See previous response regarding transporting material via rail to the jobsite). DCM is not planning on using the PCJV Marshalling Yard. We have our own yard that we are planning to use; we need to use our So. Plainfield, NJ yard. Using the PCJV Marshalling Yard is not in our system and would result in a greater cost for us.
10.	Your annual construction volumes have increased from 32M in 04 to 166M in 2009. How would award of Options A, B, or C affect your company organization and size? [DCM Response] We have worked in NYC a long time; we have a long list of foremen who have worked with us. In Canada we have had over 1,000 men in field at one time. Volume is not an issue – we have the fabrication shop, the holding/marshalling yards, and the manpower. We are currently talking to enough suppliers to be over supplied for this project. In working on Tower One and Tower Four, we will have the advantage of manpower issues – we would be able to pull workers from the other WTC projects to staff off-hours work. How much of your (Larry Davis') time will be dedicated to the project? [DCM Response] Larry Davis would spending 100% of his time between all projects on the WTC site.
11.	Have they selected all their team members, or is that only going to happen when they go and "buyout the job" [DCM Response] DCM is planning on spreading the fabrication through many shops in order to benefit many fabricators during this economy. Final agreements are not in place yet, but we have prices from the fabricators that we have presented on our org. chart.
12.	What local presence will there be if any fabrication is done outside of the USA? Will this person be an employee or hired consultant? What experience have they had recently with importing material from overseas to the eastern seaboard of the USA? [DCM Response] DCM has experience working with foreign fabricator on WPS. DCM will have people in Spain. DCM has performed work world-wide, dealing with foreign fabricators in Mexico, Africa, and India.
13.	On Form 2A Bid Breakdown; Explain the costs you list under Engineering. For information, the intent of the engineering line item is to capture costs involved in detailing the steel including engineering of cambers to suit your erection sequence, costs involved in designing temporary structures, and purely engineering (but not drafting) costs involved in preparing shop drawings no other costs are intended to be represented in this category. Advise whether this is what is presented in your form 2A. [DCM Response] All engineering and drafting was included in this line item because engineering and drafting is interrelated. DCM can break down this item between engineering drafting.
14.	Did DCM give thought to alternate means? [DCM Response] Yes, we did consider the use of tower cranes. We would need to further study the capacities of tower cranes. We were looking at a FAVCO 1280, however we are not comfortable with this option yet. There are many heavy picks. There is more flexibility with the crawler cranes because they can move – it is easy to walk crawler cranes on mats.

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15.	<p>Means and Methods on Transit Hall – explain difficulty with erecting the north and south sections first. What is the impact?</p> <p>[DCM Response] The issue with erecting the north and south sections of the Transit Hall first in lieu of the east and west ends first relates to the sizes of pieces and the proposed ramp. The ramp would need to be extended further to the east and west ends in order to erect the east and west arches. Also, if we could erect the first level of the east and west sections, then we could start the welding in these sections while we work on the north and south sections. However, we can make the schedule if had to follow sequence in contract documents.</p>
16.	<p>Who are the firms that you are seeking to use as M/WBE?</p> <p>[DCM Response] Names of firms were presented today in presentation. PCJV comment that firms need to be PA certified M/WBEs. PCJV can assist in the certification process if the company information is submitted. If firms do not receive PA certification, DCM will need to develop a contingency plan for meeting the 17% M/WBE goal.</p>
17.	<p>1-Line: What is elevation for cranes in East bathtub?</p> <p>[DCM Response] We can accommodate whatever the elevation of grade is at time the work is performed. However, we will need a proper, level, graded surface for the cranes.</p>
18.	<p>Briefly describe the sequence of tied arch construction and the 1-Line box. There is an issue with access for installing the invert beams – you need to be aware of limited access caused by bracing and PCJV's sequence for installation of the bracing.</p> <p>[DCM Response] We would build both arches simultaneously starting at the ends and working toward the middle. We would tie across with the roof beams as we erect the arches. We plan to feed the invert beams under the box after the tied arches are installed. We realize that this will be a tight area.</p>
19.	<p>Due to the size and nature of this project, we can expect changes as the shop drawings progress – what is DCM's action to keep costs and impacts to schedule to a minimum? We want to get away from the claim mindset.</p> <p>[DCM Response] We've been in the steel business all of our life – we are used to changes. We can handle changes quickly because we perform detailing in-house. If there is a change once a piece is fabricated, we can affect changes in our marshalling yard. On other projects, we have had a crew renovating a building while it is still being built because of tenant changes after the building was fabricated. We have a whole staff to handle changes – changes will not be an issue.</p>
20.	<p>If the area of the Transit Hall is at elevation 228 instead of elevation 240 – can you erect the 1-Line steel without any issues?</p> <p>[DCM Response] Yes.</p>
21.	<p>What is your current backlog in terms of dollar amounts of total contracts held? Are you currently chasing any other big work?</p> <p>[DCM Response] For 2009 - \$30-40M, for 2010 - \$40-50M. These are values for combined fabrication, erection, material, and labor. We currently need work for our field operations and for our engineering & drafting staff. Our sub-fabricators are dying for work. For our Tower One contract, if you take off \$65M for raw material costs, we have about \$150M left on the contract. We have no other big work and we are not currently chasing any other big work. We have an arrangement with the Canadian government to provide unlimited insurance on all receivables (provided that our client has strong financial and payment records – EDC will check our clients records). A meeting with EDC can be scheduled. DCM to provide additional financial information.</p>

ADDITIONAL QUESTIONS for DCM RESPONSE

1.	What means will the subcontractor employ to ensure protection of work areas to permit progress on production welding during unfavorable weather conditions?
2.	What means will the subcontractor employ to access elevated points of work? The number of work points may require more lifts than can be supported by existing and temporary structures.

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3.	What is the anticipated peak manpower and provisions afforded for change shanties and administrative space.
4.	The bidders have indicated use of multiple fabricators. What means of expediting and tracking programs are to be maintained and what means of global expediting and quality assurance are to be provided?
5.	How do you plan to control the off site fabrication of steel and Precast units? a. Who will be in charge of this? b. How does he/she plan to interact with the suppliers? c. Who will be conducting the review and approval of the fabrication QC plans, procedures, WPS's, WPQR's, qualifications, material certs, etc. prior to submission to Phoenix QC? d. Will you have a shop presence? If so, at what percent of the time? Will this be a sub or an in house person? e. Who will be signing off the products prior to departure from the plant (authorization for shipment?)
6.	How do you plan to control on site erection, bolting, and welding? f. Who will be in charge of this? g. How does he/she plan to interact with the subs? h. Who will be reviewing the sub QC Plans, qualifications, procedures, inspection and testing reports, etc. prior to submission to Phoenix? i. Will the quality staff members be dedicated to quality alone? Or will they have other functions? j. Will the on site quality staff be in house or subcontracted personnel?
7.	Status of inspection control devices a. What methods will you use to differentiate between inspected, not, inspected, rejected, and unfinished work? b. How will you confirm that an area has been complete and is ready for final inspection and turn over?
8.	What is their position on PCJV's send home policy for IDLH violations?
9.	In the event of a safety related incident is the full content of the ensuing investigation provided to PCJV?
10.	What turnaround period have they assumed for approval of shop drawings?
11.	How many shop drawings do they anticipate for the whole project
12.	What will be the maximum number of shop drawings they plan on submitting in one submission?
13.	Do they intend submitting every piece drawing and if so what size drawing?
14.	What turn around period have they assumed for answering RFI's?
15.	For coordination purposes what software, if any do they use to track submittals
16.	On page 1 of DCM's technical proposal item number 5.1.5, DCM states "DCM Erectors, Inc. utilizes...Tekla's X-Steel...to gage progress and project actual versus desired project requirements." Does DCM intend to use Tekla on this project and if so, will DCM make this model available to other project stakeholders for 3D coordination purposes?
17.	Phasing Plans – Please provide number of work trains to be provided by PCJV.
18.	Please supply us with a matrix showing percentage of the time each person will be working on the Hub along with their location NY field, etc.
19.	Are the Spanish fabricators going to use "FABTROL"?
20.	Lovett has listed a Partner plus two senior consultants. Are they full time on this project?
21.	Where will you be storing the pre-cast?
22.	Please supply us with a schedule that indicates what you have assumed as the status of the active station, G.O; station closed; closure etc.
23.	Your means and methods plan presented in the Technical Proposal seems to indicate access to the work area from the top of the I-Line box. This is not allowed. Please confirm that you do not need to access the work area from the top of the I-Line box.



110 East 42nd Street
Suite 1710
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

March 16, 2009

Phoenix Constructors, JV
115 Broadway, 18th Floor
New York, NY 10006

Attention: Mr. Javed Qureshi, Contract Administrator

Reference: **Commercial Proposal Submission - Best and Final Offer**
World Trade Center Transportation Hub - Bid Package 20
RFP/Contract: WOTC-GC1-2 KN0186-020 Station Construction and
Transit Hall Structure to Grade Furnish, Fabricate and Erect
Structural Steel, Intumescent Fire Resistant Coating, Metal Deck &
Precast Concrete Work
DCM Erectors, Inc Bid 801E054

Gentlemen:

We are pleased to submit our Technical Proposal in original and three copies as requested. Our Technical Proposal consists of the following:

1. Item 6.1 - 2A Proposal Form Option A - Areas 1 & 2 - dated 03-13-09 - 20 pages
2. Item 6.1 - 2A Proposal Form Option B - Area 3 - dated 03-13-09 - 18 Pages
3. Item 6.1 - 2A Proposal Form Option C - Areas 1, 2 & 3 - dated 03-13-09 - 20 Pages
4. Aon Form 3 - OCIP Enrollment Form
5. Winston Sturge Resume
6. Lost Run data which affects our incidence figure data presented at March 12, 2009 Final Meeting (later)
7. Article 18 - Scorecard Responses to QA - Requested Samples and Plans - 74 pages
8. Revised Schedule
9. Voluntary Alternates

Kindly contact the undersigned should you have any questions relative to this document.

Very truly yours,
DCM Erectors, Inc

A handwritten signature in black ink, appearing to read "Jeffrey S. Gannett".

Jeffrey S. Gannett
Vice President



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Commercial Proposal Item No.: *Voluntary Alternates*
RFP/Contract No.: WOTC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
February 27, 2009

We also have several *Proprietary* Commercial Voluntary Alternatives which may be attractive to you and your client including but not limited to:

- Reduce contract retainage from 10 % to 5% at 50% of Contract Value, 2.5 % at 75% of Contract Value and 1% at substantial completion Deduct \$ 1,000,000.00
- If Phoenix Constructors, JV agrees to pay for raw steel mill material directly with a deposit at time of mill order and balance due upon being ready to ship from mill Deduct \$ 2,000,000.00
- If Phoenix Constructors, JV agrees to award this project within 15 days after Commercial bid submission and provides released for construction documents so that materials can be ordered Deduct \$ 500,000.00
- If Phoenix Constructors agrees not to require a performance and payment bond Deduct \$ 3,000,000.00 plus bond cost not paid
- If Phoenix Constructors, JV agrees to make progress payments every two weeks in lieu of monthly
- If Phoenix Constructors, JV provides us a 4% down payment within 30 days of contract signing Deduct \$ 3,000,000.00
- These deducts come from you accepting combined bid alternate accepting all three areas. If we are only awarded Package A or B, the above listed deducts shall be 60% of what is listed above.



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ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1,
PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.
EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS**

1.0 PAYMENT SCHEDULE

Full compensation to Subcontractor for full and complete performance by Subcontractor of all the Work, compliance with all terms and conditions of this Subcontract, and for Subcontractor's payment of all obligations incurred in, or applicable to, performance of the Work, shall be the sum of the lump sums and the value of the unit prices set forth below in paragraph 1.1 below. Phoenix Constructors JV will reimburse the Subcontractor solely for actual contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System (accepted work in place) for reimbursement in accordance with paragraph 3.0 entitled "Invoicing Instructions."

Prior to proposal and thereafter updated prior to contract execution, the subcontractor shall submit for approval by Phoenix Constructors JV:

- a Detailed Schedule of Values (Form 2A.5), in a format that is required by, and acceptable to Phoenix Constructors JV (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- a Detailed Estimate Breakdown (Form 2A.7), (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- an Earned Value System (Form 2A.8) which supports the method in which the work will be broken down and contracted, and which will be utilized to support future invoicing. The Earned Value System must utilize the Detailed Estimate which ultimately must roll up to Support the Schedule of Values (An Example of an Earned Value System has been provided in EXCEL Format in the enclosed CD),
- a Detailed Schedule (Form 2A.6) which contains enough detail to support the execution of the work and identify all interface points between contractor and all other Subcontractors (This form MUST be submitted prior to proposal with the detailed schedule attached. Thereafter, the subcontractor MUST submit a detailed cost loaded schedule within 5 days of Phoenix requesting the subcontractor to do so. This detailed cost loaded schedule will supersede the submission of the initial detailed schedule and will be updated prior to contract execution and on a monthly basis thereafter as indicated in clause 3.4 of this exhibit).



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ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1,
PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

The above referenced submittals are to be provided in addition to all other required submittals mandated by the Terms and Conditions of this Subcontract, and/or required to substantiate the Subcontractor's work actually performed.

Subcontractors and their respective employees, subcontractors, and suppliers must comply with all security requirements set forth in this Subcontract including Exhibit 19C "WTC PATH Identification Guidelines For Subcontractors;" and all additional security requirements imposed by The Port Authority of New York and New Jersey, Phoenix Constructors, or any additional party that Phoenix Constructors in their sole determination believes shall have the ability to request such requirements. The Subcontractor shall be solely responsible for all costs and/or expenses associated with the security, enrollment and identification procedures and requirements set forth within this Subcontract including but not limited to the actual Secure Worker Access Consortium (SWAC) enrollment cost of \$250.00 per individual and all associated costs associated with such enrollment. All security related costs must be included in the Subcontractors proposal.

Applicable Credits – The applicable portion on ANY income, rebate, allowance, or other credit relating to any allowable cost or any Subcontractor work, which is received by, or accruing to the Subcontractor, shall be credited to Phoenix or the Government either as a cost reduction or by cash refund. This includes, but is not limited to the resale or reuse of any materials. Such a credit must be reflected in the associated price proposal for the value of the subcontracted work.

1.1 Firm Fixed Price

The undersigned, having examined this RFP/Contract Documents for this Work Package and having visited the job site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and each and every item of cost to perform operations necessary to complete the work as required by subject RFP/Contract Documents, "Station Construction and Transit Hall Structure to Grade – Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

The base price proposed as provided for in Paragraph A (Option C) below should assume that all materials will be delivered to the WTC Site and any interim storage will be at the Phoenix provided Marshalling Yard in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard." provided by the Subcontractor.



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ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1,
PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

A. ALTERNATE OPTION BASE BID PROPOSAL: Work Areas 1+2+3

**Work Package # 20, Furnish, Fabricate and Erect, Structural Steel,
Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work.**

OPTION: C

**SINGLE COMBINED PROPOSAL FOR WORK AREA 1, PATH STATION +
AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL**

This base price proposed assumes that all materials will delivered to the WTC Site and any interim storage will be at the Phoenix provided Marshalling Yard in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard"; provided by the Subcontractor.

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ _____ (in words) _____ dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

B. Alternate Option - Furnish, Fabricate and Install Precast Concrete Floor and Walls Instead of Cast in Place Concrete as Identified and depicted on the Contract drawings: S1311-1, S1312-1, S1313-1, S1314-1, S1411-1, S1412-1, S1413-1 & S1414-1

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ _____ (in words) _____ dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

The Prices are firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The above prices shall be furnished in US dollars and are not subject to change based upon currency fluctuations. Payment for actual quantities at the Unit Price shall constitute full payment for the performance of the Subcontract and covers all cost of whatever nature incurred by the Subcontractor in accomplishing the Work in accordance with the provisions of this Subcontract.

Phoenix Constructors JV and Port Authority of New York and New Jersey has the exclusive right at their discretion to select and choose any single or combination of different proposals from the same or more than one bidder for the award. The bidders

Qureshi, Javed

From: Jeff Gannett [jeff@dcmerectors.com]
Sent: Tuesday, March 17, 2009 7:15 AM
To: Qureshi, Javed
Cc: Kremmidas, Sara; Larry Davis; Melissa Davis
Subject: WTC Bid Package 20 Omitted Page 3 of 20 Option C
Attachments: 2A Option C page 3 of 20 Omitted from Bafo pdf

Sara/Javed:

In our rush to get this to you yesterday, we omitted this page. Please substitute it for the blank one in the original and three copies.

Thanks

Jeff Gannett, Vice President
DCM-Erectors, Inc
110 East 42nd Street
Room 1704
New York, NY 10017
212-599-1603/1615(FAX)
917-921-2697

3/17/2009



STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE - FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESIST COATING, METAL DECK & PRECAST CONCRETE WORK
ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1, PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.
EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

A. ALTERNATE OPTION BASE BID PROPOSAL: Work Areas 1+2+3

Work Package # 20, Furnish, Fabricate and Erect, Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work.

OPTION: C
SINGLE COMBINED PROPOSAL FOR WORK AREA 1, PATH STATION + AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL

This base price proposed assumes that all materials will delivered to the WTC Site and any Interim storage will be at the Phoenix provided ~~Marshalling Yard in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard"~~ provided by the Subcontractor.

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 328,800,000 (in words) TWENTY-EIGHT MILLION EIGHT HUNDRED THOUSAND ~~THREE HUNDRED AND~~ dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

B. Alternate Option - Furnish, Fabricate and Install Precast Concrete Floor and Walls Instead of Cast In Place Concrete as Identified and depicted on the Contract drawings: S1311-1, S1312-1, S1313-1, S1314-1, S1411-1, S1412-1, S1413-1 & S1414-1

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 10,000,000 (in words) TEN ~~MILLION~~ dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

The Prices are firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The above prices shall be furnished in US dollars and are not subject to change based upon currency fluctuations. Payment for actual quantities at the Unit Price shall constitute full payment for the performance of the Subcontract and covers all cost of whatever nature incurred by the Subcontractor in accomplishing the Work in accordance with the provisions of this Subcontract.

Phoenix Constructors JV and Port Authority of New York and New Jersey has the exclusive right at their discretion to select and choose any single or combination of different proposals from the same or more than one bidder for the award. The bidders



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 COATING, METAL DECK & PRECAST CONCRETE WORK
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 PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

must consider and have appropriate allowance in their proposals for coordination and review of connection details at the common boundary lines for adjacent work packages, of the Work Package #20, WP#21 & WP# 9 & 9X, in addition to coordination with other WTC site stakeholders, i.e., memorial, towers 1,2,3 & 4, VOEC...

NOTE ** This pricing format MUST be used**

All prices shall be furnished in US Dollars and are not subject to change based upon world currency fluctuations.

Bld Breakdown Summary			A	B	C	D
			Path Station	1- Line Subway Box	Transit Hall	A+B+C
DESCRIPTION	UM					TOTAL
1	Total Weight of Permanent Steel	US Ton	11,500 11,000 ^T	4,500 4,500 ^T	9,400 9,200 ^T	25,400 24,700 ^T
2	Steel Material	Lump Sum	\$16,000,000 19,000,000	\$13,000,000	\$17,000,000	39M \$49,000,000
3	Steel Fabrication	Lump Sum	\$44,000,000	\$9,000,000	\$18,000,000	62M \$71,000,000
4	Intumescent Fire Resistant Coating	Lump Sum	\$18,000,000	\$1,000,000	\$3,000,000	28M \$22,000,000
5	Shipping and Handling FOB Job Site (deliver material to WTC site using Phoenix provided Marshalling Yard)	Lump Sum	\$6,000,000	\$2,000,000	\$5,000,000	13 \$13,000,000
6	Steel Erection Labor	Lump Sum	\$54,000,000	\$31,000,000	\$39,000,000	123M \$124,000,000



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

7	Metal Deck and Studs Labor and Material	Lump Sum	\$ 2,000,000	\$ 1,000,000	\$ 2,000,000	\$ 5,000,000 ⁴	1
8	Precast Concrete Labor and Material	Lump Sum	\$ 15,000,000	\$ 0	\$ 2,000,000	\$ 17,000,000 ¹⁵	2
9	Erection Equipment	Lump Sum	\$ 5,000,000	\$ 2,000,000	\$ 3,000,000	\$ 10,000,000 ¹³	(3)
10	Temporary Construction	Lump Sum	\$ 3,000,000	\$ 1,000,000	\$ 2,000,000	\$ 6,000,000 ¹¹	(5)
11	Engineering	Lump Sum	\$ 3,000,000	\$ 2,000,000	\$ 1,000,000	\$ 6,000,000 ^{20.5}	(14)
12	Quality Control	Lump Sum	\$ 1,500,000	\$ 1,500,000	\$ 1,000,000	\$ 4,000,000 ³	1
13	Cost to remove Path Hall Roof Crane Runway.	Lump Sum	\$ 1,500,000	\$ N/A	\$ N/A	\$ 1,500,000	
13a	Cost to remove Church Street Perch / Road Access.	Lump Sum	\$ N/A	\$ N/A	\$ 300,000	\$ 300,000	
14	Total Bid Price	Lump Sum	\$ 172,000,000	\$ 63,500,000	\$ 93,300,000	\$ 328,800,000	

Instructions:

- i. Insert in line 1 the US tonnage of the permanent steel to be fabricated
- ii. Insert in line 2 thru 14 the US dollar value of the work described
- iii. Insert in line D the sum of columns A+ B+C for each row 1 thru 13a
- iv. Insert in row 14 the sum of total of rows 2 thru 13a each column A, B, and C
- v. Insert in cell 14D the sum of total of cells 2D thru 13a D. This shall be equal to the sum of total cells 14A thru 14C
- vi. The value in cell 14D must be equal to the Bid amount.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

A	ALTERNATE OPTION <u>Labor and Material</u> Precast Concrete Floor & Walls Instead of Cast In Place Concrete as identified and depicted on the contract documents. Reference Drawings: S1311-1, S1312-1, S1313-1, S1314-1, S1411-1, S1412-1, S1413-1, S1414-1	Lump Sum	\$ <i>TEN MILLION</i> <i>10,000,000</i>
B	Total Precast Alternate Option	Lump Sum	\$ <i>10,000,000</i>

1.1.1 To assist in the analysis of this proposal, the following information is **REQUIRED TO BE COMPLETED** by the Bidders. Failure to comply with this shall be considered Non Responsive RFP.

FOR ANALYSIS ONLY			
No.	Description	Quantity	Unit of Measure
1A	Permanent Steel – Special Shape Exposed Steel	<i>22,400,000</i>	LBS.
1B	Permanent Steel – Standard Profile Steel and Built up Section.	<i>24,900,000</i>	LBS
1C	Permanent Steel – 1-Line Steel	<i>900,000</i>	LBS
2	Temporary Supports System for Steel Erection	<i>3,000,000</i>	LBS
3	Metal Deck	<i>258,000</i>	SQ. Ft
4	Precast Concrete Floor Slab	<i>252,000</i>	SQ. Ft
5a	Precast Concrete Slab Ducts, Type A1 to A5	<i>103</i>	No.
5b	Precast Concrete Slab Ducts, Type B1 to B5	<i>102</i>	No.
5c	Precast Concrete Slab Ducts, Type C1 to C5	<i>210</i>	No.
5d	Precast Concrete Slab Ducts, Type D1 to D5	<i>104</i>	No.
6	Precast Concrete Wall Units	<i>4,000</i>	SQ. Ft
7	Precast Concrete Stair Units	<i>114</i>	No.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

8	Intumescent Coating	357,000	SQ. Ft
9	Paint coating excluding area covered by Intumescent coating.	590,000	SQ. Ft
10	Alternate Option - Precast Concrete Floor & Walls	42,000	SQ. Ft

1. In the case of Item No. 1A, 1B and 1C the quantity shall be the number of pounds of structural steel to be fabricated / erected; Line Item No.2 Temporary support system for steel erection; No. 3 square feet of Metal Deck to be installed; Line Item No.4 Total square feet of Precast Concrete Floor Slab Installed; Item No. 5a, 5b & 5c Total number of typical Precast Concrete Slab ducts (Sections identified as 5a, 5b, 5c & 5d) installed; Item No.6 Precast Concrete wall units in square feet; Item No. 7 Precast Concrete Stair units; Item No.8 total square feet of Intumescent Coating applied; No. 9 Total square feet of painted steel excluding steel covered by Intumescent coating. Item No.10 Alternate Option - Precast Concrete Floor & Walls.

2. Option to Paragraph 1.1A - Option C:

Subcontractor's Own Storage Yard Option (Identify Add(+) or Deduct(-) with respect to the Base Price:

+	Provide a change in base cost to deliver all material to the WTC site using the Subcontractor's Own Storage Yard/Facilities. Provide the cost of trucking and number to loads.	Number of Loads	Lump Sum	\$	0
2	Total Option Price	Lump Sum	Lump sum	\$	0

1	All material to the WTC site using the Subcontractor's Own Storage Yard/Facilities. Provide the number of trucks and number of loads anticipated to complete the Project	Number of Loads		Number of Trucks
		1500		1500

WORK TRAINS
BASE 300
ALT. 152
300
152



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS.

3. In order to be eligible for the award of the structural steel work of this work package, the bidder must meet the following requirements:
- A. The bid proposal must include Method Statement for Steel Fabrication including detailed information on all facilities to be used. Steel Erection methodology to include proposed temporary support structure, type and location of crane / lifting devices / sequence of steel erection, transferring load to permanent structure. The method statement to include basic steel erection sequence including milestone dates for compliance with the project schedule.
 - B. The bid proposal must include resumes of the Key Personnel allocated for this project including Project Manager, Shop & field Superintendents, Shop and Field Quality Control Managers, and person in-charge of Steel fabrication at the fabrication facility and Steel erection in the field.
 - C. Specification Sec. 07816 'Epoxy Intumescent Coating System' Page 4 Article 5. Submit at the time of the bid, the properties of the proposed product, on the manufacture's letterhead for each of the items listed below:
 - a) Tensile Strength: ASTM D638.
 - b) Bond Strength: ASTM D1002.
 - c) Compressive Strength: ASTM D695
 - d) Explosion: No delamination, no cracking when tested four bar over pressure test.
 - e) Hardness: ASTM D2240
 - f) Chemical Resistance: ISO2812-1
 - g) Water Absorption: ISO 2812-2
 - h) Flame Spread: Class A (Class 1) when tested in accordance with ASTM E84
 - i) Smoke Development: Class A (Class 1) when tested with ASTM e84

The undersigned understands and agrees to comply with, and be bound by, the subcontractor's pricing and instructions and other RFP/ contract documents.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

The Undersigned acknowledges the receipt of any addendum issued by listing all by number below:

1 THRU 21

Proposer:

DCM ERECTORS INC

Company Name:

110 EAST 42ND ST SUITE 1704
NY NY 10017

By: (Officer)

[Signature] LARRY DANL

Address:

Date of Proposal: 3/16/09 Corporate Seal:

The undersigned understands and agrees to comply with and be bound by the subcontractors pricing and instructions and other RFP/ contract documents.

1.2 Supplemental Unit Rates, All-in Rates and Cost/Price Assumptions

No changes are authorized from the approved scope, unless they are approved in writing by Phoenix Constructors JV (i.e., co-signed amendment), prior to the time of execution.

When changes occur from the anticipated job site, the following unit rates will be used to negotiate changes which shall also be finalized through the PC as firm fixed price.

All pricing assumptions shall be clearly stated to allow a reviewer to assess the potential cost risks associated with the proposed design, and associated construction efforts.

1.2.1 Financial Terms – See Subcontract

2.0 FEDERAL COMPLIANCE

Subcontractor acknowledges the fact that the World Trade Center Transportation Hub Project is a Federally funded project and as such all Subcontractors/Vendors must comply with and must require all of their respective lower tier Subcontractors/Vendors to comply with the Federal Acquisition Regulation ("FAR") and Truth in Negotiations Act



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("TINA"), including but not limited to FAR Part 31 entitled "Contract Cost Principles and Procedures," and FAR Part 15 entitled "Contracting By Negotiation."

Such compliance includes but is not limited to the disclosure of all costs, mark-ups and any other financial information used to develop the proposed Contract, Purchase Order, Change Order, and/or Modification price, if requested, and the provision of any and all information requested Phoenix Constructors Joint Venture in order to substantiate compliance with the Federal Acquisition Regulations and Truth in Negotiations Act.

In addition to complying and providing Phoenix with all documents necessary to substantiate compliance with the FAR and TINA, the Subcontractor/Vendor agrees that if requested by Phoenix Constructors JV, the Subcontractor/Vendor must provide "Cost and Pricing Data" as required by Federal Acquisition Regulation Part 15.403 entitled "Obtaining Cost and Pricing Data" and execute a "Certificate of Current Cost or Pricing Data" which certifies that the data provided is "current, accurate, and complete."

Subcontractor must fully complete and submit **FORM 2A.1** prior to proposal submission ←

3.0 INVOICING INSTRUCTIONS

- 3.1 Phoenix Constructors JV will reimburse the Subcontractor solely for actual, contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System for reimbursement in accordance with the information contained in this section entitled "Invoicing Instructions."
- 3.2 On a weekly basis the Subcontractor must perform a walk-through with appropriate Phoenix personnel to establish what work was actually performed during that respective week. On the Tuesday of every week, the Subcontractor must provide to their respective Contract Administrator a "Weekly Physical Progress Update" (See Form 2A.9) for the work performed during the previous week. The "Weekly Physical Progress Update" will be audited and verified for accuracy by appropriate Phoenix personnel and will be returned to the Subcontractor with comments. The "Weekly Progress Update" must be a cumulative report delineating all Work performed to date and specifically detailing the work performed for the respective week.
- 3.3 On a monthly basis Subcontractor shall submit to Phoenix Constructors, JV (PCJV) to the attention of the Contract Administrator an Invoice for the actual work performed that month. The invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the documentation required by Section 3.4. The invoice must be submitted, on the following dates for each month, with earned cost through the end of the month:



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- Work performed in Jan. '09 – Invoice must be submitted by Feb. 9, 2009
- Work performed in Feb. '09 – Invoice must be submitted by Mar. 9, 2009
- Work performed in Mar. '09 – Invoice must be submitted by April 13, 2009
- Work performed in April. '09 – Invoice must be submitted by May 11, 2009
- Work performed in May. '09 – Invoice must be submitted by June 8, 2009
- Work performed in June. '09 – Invoice must be submitted by July 13, 2009
- Work performed in July. '09 – Invoice must be submitted by Aug.10, 2009
- Work performed in Aug. '09 – Invoice must be submitted by Sept. 7, 2009
- Work performed in Sept. '09 – Invoice must be submitted by Oct. 12, 2009
- Work performed in Oct. '09 – Invoice must be submitted by Nov. 9, 2009
- Work performed in Nov. '09 – Invoice must be submitted by Dec.7, 2009

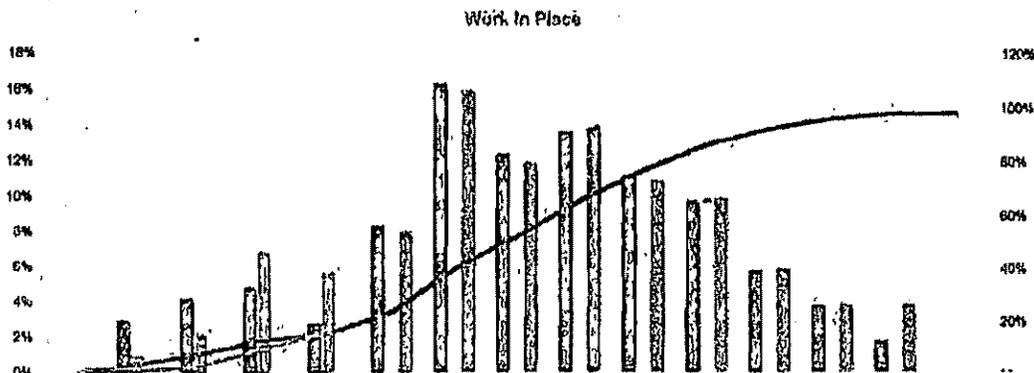
Updated schedules for subsequent years will be provided at a later date.

Phoenix will attempt to reimburse Subcontractor within 45 days from the receipt of an all inclusive, accurate invoice. Subsequent to the initial submittal by the Subcontractor, Phoenix will review the invoice for accuracy. Any discrepancies or inaccuracies as determined solely by Phoenix will be returned to the Subcontractor for revision. Failure to provide an accurate invoice substantiated with all required documents can potentially delay the reimbursement of the Subcontractor's Invoice.

3.4 The Subcontractor's Invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the following documents:

- Earned Value System (Enclosed Excel Format in CD) (Attach to Form 2A.8)
- A Monthly Progress Report (Form 2A.10)
- Graphical Representation Regarding Performance (Examples shown on the following two pages of the three graphical representations required) (Attach to Form 2A.11):

o Work in Place (Example Shown Below)



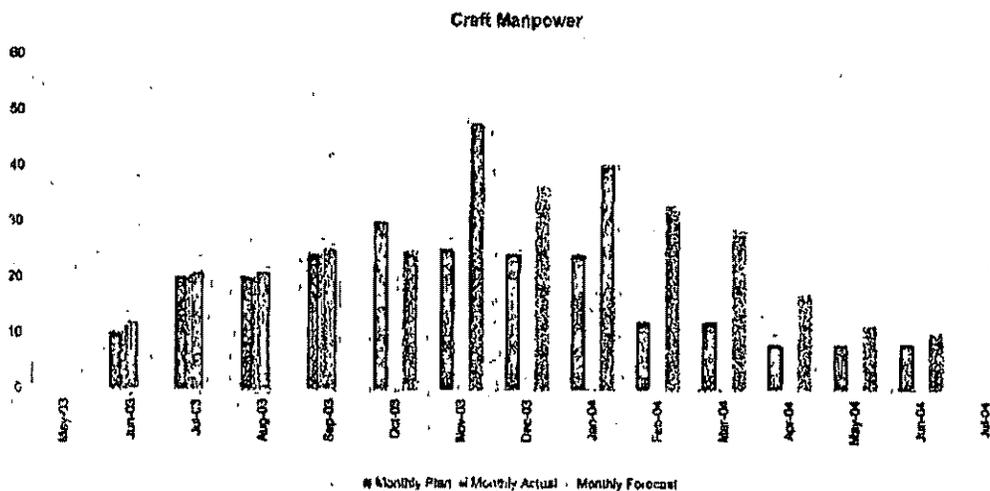


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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- o Billings (Example Shown Below)
- o Craft Manpower (Example Shown Below)



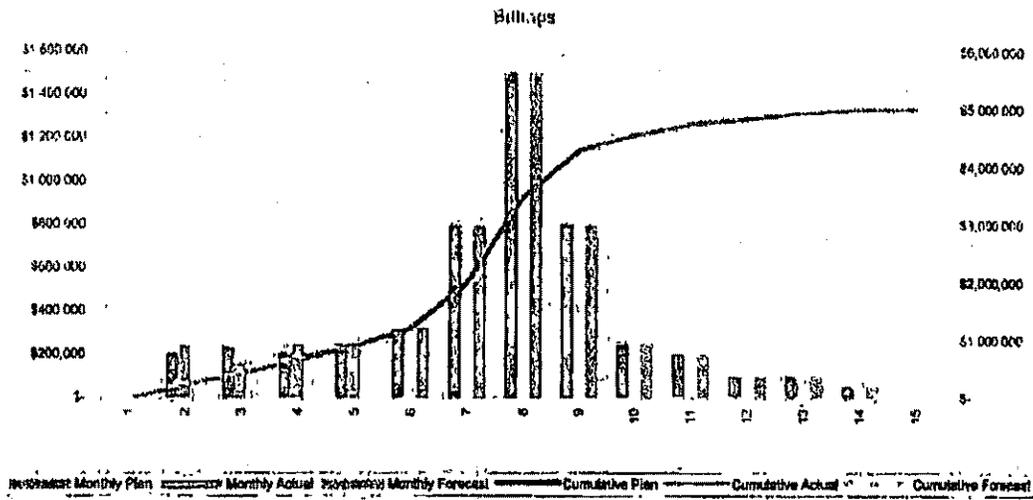
- o Billings (Example Shown Below)



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS



- Detailed Estimate Breakdown (Form 2A.7),
- Schedule of Values (Form 2A.5)
- Detailed Updated Cost Loaded Schedule (Form 2A.6)
- Furnisher Information Schedule (Form 2A.13)
- Explanation of Any Variances from Planned Performance vs Actual Performance (Schedule, Manpower, Progress, etc)
- Notarized Certified Payrolls (mandatory form provided in Exhibit 7) (including all second tier subcontractors),
- Partial or Final Releases (Exhibits 3 or 4), and
- WMBE Monthly Reports (Exhibit 6)

Subcontractor must submit the above requested material via e-mail to an email address to be provided at a later date.

3.5 PCJV shall advise the Subcontractor whether they agree with the amounts claimed, or ask for a meeting with the PCJV PM, PA PM, and the Subcontractor. During this meeting the value of the invoice shall be agreed upon and signed off as approved.

3.6 Contractual retention, which is calculated per the terms of the Contract of amount invoiced, shall be identified on the face of each progress invoice and withheld



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from amounts payable. Retainage of 10% of the contract value will be held on all contracts and on any future modifications unless otherwise stated in the contract. Retainage or Final payment cannot be released until all contract work is completed, punchlist items are completed and signed off by PCJV and the Owner, all warranty and required turn-over information has been received, the Owner has approved the release, all paperwork and forms requested by this Contract have been provided, and the subcontractor has complied with all of the Terms & Conditions of this Contract. Do not invoice retainage until released to do so by the Contract Administrator. Final retainage must be billed separate from base contract involving on an Application for Final Payment and Final Payment Release. All outstanding contract modifications must be executed, and all contract deliverables including but not limited to insurance and bond requirements must be provided in accordance with the forms of the Contract. Failure to provide any of the required deliverables will be just cause for retainage retention by PCJV.

- 3.7 Subcontractor's invoices shall be clearly marked with this Subcontract Number and the appropriate milestone description of activities and/or work related to the billing.
- 3.8 Subcontractor's invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted.
- 3.9 Phoenix shall not be obligated to pay for invoice items not fully supported by approved progress measurements and any other such documentation as may be required. Phoenix reserves the right to make provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.
- 3.10 Subcontractor shall sign each invoice certifying that all Work covered by the invoice is complete and that the invoice is correct, authentic and the only one issued for the Work described therein.
- 3.11 Any payments made shall not be construed to be an acceptance of defective Work nor relieve Subcontractor of any of its obligations.
- 3.12 Invoices for Cost-Reimbursable Work shall be prepared and submitted as follows:
 - 3.12.1 Invoices for Labor shall be accompanied by Contractor approved daily reports or time sheets listing workers' names, classification, and straight time and overtime hours. Labor categories and rates must correspond to those set forth in Rate Schedule "A" of this Form 2A.2.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- 3.12.2 Invoices for Subcontractor-Owned Equipment shall be accompanied by Contractor approved daily reports or time sheets listing the equipment type, number, size and hours. Equipment descriptions and rates must correspond to those set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose CA 95110)
- 3.12.3 Invoices for Subcontractor Rented Equipment shall be accompanied by Contractor approved daily reports or time sheets listing equipment type, number, size and hours along with a copy of Subcontractor's rental agreement and invoice from supplier. The applicable markup as set forth in this Form 2A.3 shall be set forth separately.
- 3.12.4 Invoices for Materials shall be accompanied by field receiving documentation and a copy of Subcontractor's purchase order and invoice from supplier.
- 3.13 Each subcontractor **MUST fully complete** and sign the **certified payroll provided in Exhibit 7, Form 7.2**, on a weekly basis. As a prerequisite for payment, not limiting any other prerequisites for payment, the Subcontractor must submit all respective certified payrolls to the Contractor **at the time of invoicing**.
- 3.14 Subcontractor must submit on a monthly basis, with their invoice, their updated MWBE Participation Plan, in accordance with **Exhibit 6**. Failure to submit such Plan on a monthly basis shall be just cause for Phoenix/Authority to withhold payment from the Subcontractor. Submission of an updated MWBE Plan is a condition precedent for payment to the Subcontractor.

4.0 PRICING FOR CHANGES

Compensation to Subcontractor for changes in the Scope of Work, shall be in accordance with the provisions of Article 8, Change Orders of GC Long Form Subcontract Rev. 0, except to the extent otherwise provided below:

Phoenix may request, and Subcontractor shall provide, proposals for Scope of Work changes (additions and deletions) which are priced, at Phoenix' option, by one or a combination of the following methods:

- a. Negotiated Lump Sums based upon a mutually agreed Scope of Work.
- b. Applicable unit prices set forth in Exhibit B, titled, Contract Unit Rates, if the Work is possible to be fairly classified under the Unit Price Items.



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ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1,
PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- c. Negotiated Unit Prices not established in the Contract.
- d. On a "cost-reimbursement plus a fixed fee" basis, or at the labor and equipment rates as set forth in Rate Schedule "A" and "B".
- e. Any price based upon cost plus a percentage of cost is expressly prohibited.
- f. Any additional alternative that the Contractor deems appropriate.

4.1 Lower tier Subcontracts

- 4.1.1 All subcontracts and services provided by others for performance of changes or extra work requested by Phoenix/Authority, which have not been objected to by Phoenix/Authority shall be at actual cost to Subcontractor of such subcontracts or services provided by others (not to exceed such subcontract price) plus a mark-up for all overhead and fee of Subcontractor thereon which shall not exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.1.2 Subcontractor's invoices for work performed by any of Subcontractor's "lower tier subcontractors" may include an allowance for the "lower tier subcontractors" overhead and fee which shall not exceed 10%.
- 4.1.3 In no instance shall the mark-ups or rates for changes provided by lower tier subcontractor to Subcontractor exceed the mark-ups or rates for changes as stipulated in this Article 3.0. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2 Materials

- 4.2.1 Compensation to Subcontractor for materials supplied by Subcontractor for incorporation into the permanent facility (excluding consumable, expendable, and small tools) shall be at actual invoiced cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, plus a mark-up, for all fee and overhead expense not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to



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"Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2.2 Temporary Materials will be reimbursed at the direct cost of such materials, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, less their salvage value, if any.

4.2.3 Phoenix/Authority reserves the right to provide, at no cost to Subcontractor, materials, equipment, services, supplies or incidentals required to perform the Work. All refunds, trade discounts, rebates on materials, supplies and services, and all monies obtained from the disposal of surplus materials or supplies shall accrue to Owner.

4.3 Labor

Compensation to Subcontractor for construction labor, related costs and profit shall be in accordance with the rates set forth in Rate Schedule "A" entitled ALL INCLUSIVE LABOR RATES (Form 2A.2).

4.4 Equipment Rental

4.4.1 Equipment rental rates, as set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose Corporation 95110) shall apply for equipment used for extra work requested by Contractor.

Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount of operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

When utilizing the rental rates appearing in the Blue Book, the Contractor (or Authority Engineer) shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

The rate to be applied for an item if tool, equipment construction aid used on a particular Work package shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of tool, equipment or construction aid, or substitute item of equipment is at the construction site for use by the Contractor or subcontractors whether under this Contract if any other contract with the Authority. Included within this period will be (i) work days of idleness results from acts or omission of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of tool, delivery to the construction site of the same substitute tool, equipment or construction aid. The number of workdays in the period for each rate shall be as indicated below:

Three work days or less	daily rate
More than three work days but not more than fifteen work days	weekly rate
More than fifteen work days	monthly rate

The pro rata portion which one-hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of from weekly rental Blue Book
Hourly rate based on monthly rental	1/176 of from monthly rental Blue Book



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The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.

If the Contractor (or Authority Engineer) should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Subcontractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Contractor (or Authority Engineer) to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the Subcontractor but will be based on the smallest quantity or smallest or least elaborate tool equipment or construction aid determined by the Contractor (or Authority Engineer) to have been suitable for the performance of the work.

There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Subcontractor or lower tier subcontractor and (c) notwithstanding the number of hours during which such of tool, equipment or construction aid is utilized, the minimum rental therefore will be for a period of eight hours.

Notwithstanding anything to the contrary contained to the contrary contained in this numbered clause, the Contractor and Authority shall not be liable for any amount attributable to the rental of non-powered hand tools.

- 4.4.2 For equipment which is specifically mobilized to the jobsite for extra work, Subcontractor shall separately identify such transportation costs (including: loading, off-loading, assembly and disassembly) when submitting proposals to Phoenix/Authority for performing extra work. Transportation costs shall not be applicable to equipment already mobilized on the site.
- 4.4.3 When Subcontractor's equipment does not resemble the equipment having rental rates listed in Rate Schedule "B" for extra work, the rental rate shall be negotiated and agreed upon in writing by Contractor.
- 4.4.4 Compensation to Subcontractor for equipment used for extra work which is rented from third parties and does not resemble the equipment having



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rental rates listed in the "Rental Rate Blue Book" must be approved by Contractor in writing prior to rental and shall be at actual cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Contractor plus a mark-up, for all profit and overhead expense of Subcontractor thereon, of not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.4.5 All Subcontractors involved with the rental of equipment must comply with the requirements involving rental of equipment in Exhibit 2B.

4.5 Time Sheets

4.5.1 For all work performed on a cost-reimbursable basis, Subcontractor shall submit daily time sheets for approval by Contractor. An approved copy of the time sheets, which shall detail all hours worked, materials installed and equipment used, must be submitted in support of Subcontractor's monthly billing.

5.0 Rate Schedules – To be determined if: requested by contractor, or if a price/cost change is required.

- 5.1 Rate Schedule "A" – All Inclusive Labor Rates
- 5.2 Rate Schedule "B" – Equipment Rental Rates
- 5.3 Rate Schedule "C" – List of SubSubcontractors



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1.0 PAYMENT SCHEDULE

Full compensation to Subcontractor for full and complete performance by Subcontractor of all the Work, compliance with all terms and conditions of this Subcontract, and for Subcontractor's payment of all obligations incurred in, or applicable to, performance of the Work, shall be the sum of the lump sums and the value of the unit prices set forth below in paragraph 1.1 below. Phoenix Constructors JV will reimburse the Subcontractor solely for actual contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System (accepted work in place) for reimbursement in accordance with paragraph 3.0 entitled "Invoicing Instructions."

Prior to proposal and thereafter updated prior to contract execution, the subcontractor shall submit for approval by Phoenix Constructors JV:

- a Detailed Schedule of Values (Form 2A.5), in a format that is required by, and acceptable to Phoenix Constructors JV (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- a Detailed Estimate Breakdown (Form 2A.7), (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- an Earned Value System (Form 2A.8) which supports the method in which the work will be broken down and contracted, and which will be utilized to support future invoicing. The Earned Value System must utilize the Detailed Estimate which ultimately must roll up to Support the Schedule of Values (An Example of an Earned Value System has been provided in EXCEL Format in the enclosed CD),
- a Detailed Schedule (Form 2A.6) which contains enough detail to support the execution of the work and identify all interface points between contractor and all other Subcontractors (This form MUST be submitted prior to proposal with the detailed schedule attached. Thereafter, the subcontractor MUST submit a detailed cost loaded schedule within 5 days of Phoenix requesting the subcontractor to do so. This detailed cost loaded schedule will supersede the submission of the initial detailed schedule and will be updated prior to contract execution and on a monthly basis thereafter as indicated in clause 3.4 of this exhibit).

The above referenced submittals are to be provided in addition to all other required submittals mandated by the Terms and Conditions of this Subcontract, and/or required to substantiate the Subcontractor's work actually performed.



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Subcontractors and their respective employees, subcontractors, and suppliers must comply with all security requirements set forth in this Subcontract including Exhibit 19C "WTC PATH Identification Guidelines For Subcontractors;" and all additional security requirements imposed by The Port Authority of New York and New Jersey, Phoenix Constructors, or any additional party that Phoenix Constructors in their sole determination believes shall have the ability to request such requirements. The Subcontractor shall be solely responsible for all costs and/or expenses associated with the security, enrollment and identification procedures and requirements set forth within this Subcontract including but not limited to the actual Secure Worker Access Consortium (SWAC) enrollment cost of \$250.00 per individual and all associated costs associated with such enrollment. All security related costs must be included in the Subcontractors proposal.

Applicable Credits – The applicable portion on ANY income, rebate, allowance, or other credit relating to any allowable cost or any Subcontractor work, which is received by, or accruing to the Subcontractor, shall be credited to Phoenix or the Government either as a cost reduction or by cash refund. This includes, but is not limited to the resale or reuse of any materials. Such a credit must be reflected in the associated price proposal for the value of the subcontracted work.

1.1 Firm Fixed Price

The undersigned, having examined this RFP/Contract Documents for this Work Package and having visited the job site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and each and every item of cost to perform operations necessary to complete the work as required by subject RFP/Contract Documents, "Station Construction and Transit Hall Structure to Grade – Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

The base price proposed as provided for in Paragraph A (Option A) below should assume that **all materials will delivered to the WTC Site and any interim storage will be at the Phoenix provided Marshalling Yard provided by the Subcontractor.** ~~In accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard."~~

A. Work Package # 20. Furnish, Fabricate and Erect, Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work

OPTION A:

**SINGLE COMBINED PROPOSAL FOR WORK AREA 1 PATH STATION + WORK
AREA 2, 1 LINE SUBWAY BOX**



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This base price proposed assumes that all materials will delivered to the WTC Site and any interim storage will be at the Phoenix provided Marshalling Yard provided by the Subcontractor. in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard":

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 241,500,000 (in words) TWO HUNDRED AND FORTY-ONE MILLION FIVE HUNDRED THOUSAND dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against Individual pay Items is detailed below.

B. Alternate Option - Furnish, Fabricate and Install Precast Concrete Floor and Walls instead of Cast in Place Concrete as identified and depicted on the Contract drawings: S1311-1, S1312-1, S1313-1, S1314-1, S1411-1, S1412-1, S1413-1 & S1414-1

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 10,000,000 (in words) TEN MILLION dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

The above prices are firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The above prices shall be furnished in US dollars and are not subject to change based upon currency fluctuations. Payment for actual quantities at the Unit Price shall constitute full payment for the performance of the Subcontract and covers all cost of whatever nature incurred by the Subcontractor in accomplishing the Work in accordance with the provisions of this Subcontract.

Phoenix Constructors JV and Port Authority of New York and New Jersey has the exclusive right at their discretion to select and choose any single or combination of different proposals from the same or more than one bidder for the award. The bidders must consider and have appropriate allowance in their proposals for coordination and review of connection details at the common boundary lines for adjacent work packages, of the Work Package #20, WP#21 & WP# 9 & 9X, in addition to coordination with other WTC site stakeholders, i.e., memorial, towers 1,2,3 & 4, VIOC...



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NOTE ** This pricing format MUST be used**

All prices shall be furnished in US Dollars and are not subject to change based upon world currency fluctuations.

	Bid Breakdown Summary		A Path Hall	B 1 Line Subway Box	D A+B
	DESCRIPTION	UM			Total
1	Total Weight of Permanent Steel	US Ton	11,000 ^T	4,500 ^T	15,500 ^T
2	Steel Material	Lump Sum	\$ 20,000,000	\$ 14,000,000	\$ 34,000,000
3	Steel Fabrication	Lump Sum	\$ 45,000,000	\$ 10,000,000	\$ 55,000,000
4	Intumescent Fire Resistant Coating	Lump Sum	\$ 18,000,000	\$ 1,000,000	\$ 19,000,000
5	Shipping and Handling FOB Job Site. (deliver material to WTC site using Phoenix provided Marshalling Yard)	Lump Sum	\$ 6,000,000	\$ 2,000,000	\$ 8,000,000
6	Steel Erection Labor	Lump Sum	\$ 55,000,000	\$ 32,000,000	\$ 87,000,000
7	Metal Deck and Studs Labor and Material	Lump Sum	\$ 2,000,000	\$ 1,000,000	\$ 3,000,000
8	Precast Concrete Labor and Material	Lump Sum	\$ 15,000,000	\$ 0	\$ 15,000,000
9	Erection Equipment	Lump	\$ 5,000,000	\$ 2,000,000	\$ 7,000,000



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		Sum			
10	Temporary Construction	Lump Sum	\$ 3,000,000	\$ 1,000,000	\$ 4,000,000
11	Engineering	Lump Sum	\$ 3,000,000	\$ 2,000,000	\$ 5,000,000
12	Quality Control	Lump Sum	\$ 1,500,000	\$ 1,500,000	\$ 3,000,000
13	Cost to remove Path Hall Roof Crane Runway	Lump sum	\$ 1,500,000	\$ N/A	\$ 1,500,000
14	Total Bid Price	Lump Sum	\$ 175,000,000	\$ 66,500,000	\$ 241,500,000

Instructions:

- i. Insert in line 1 the US tonnage of the permanent steel to be fabricated and erected
- ii. Insert in line 2 thru 14 the US dollar value of the work described
- iii. Insert in line D the sum of columns B and C for each row 1 thru 13
- iv. Insert in row 14 the sum of total of rows 2 thru 13 each column B and C
- v. Insert in cell 14D the sum of total of cells 2D thru 13D. This shall be equal to the sum of total cells 14B thru 14C
- vi. The value in cell 14D must be equal to the Bid amount.



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1.1.1 To assist in the analysis of this proposal, the following information is REQUIRED TO BE COMPLETED by the Bidders. Failure to comply with this shall be considered Non Responsive RFP.

FOR ANALYSIS ONLY			
No.	Description	Quantity	Unit of Measure
1A	Permanent Steel – Special Shape Exposed Steel	14,400,000	LBS.
1B	Permanent Steel – Standard Profile Steel and Built up Section.	16,000,000	LBS
1C	Permanent Steel – 1-Line Steel	900,000	LBS
2	Temporary Supports System for Steel Erection	2,000,000	LBS
3	Metal Deck	88,000	SQ. Ft
4	Precast Concrete Floor Slab	62,000	SQ. Ft
5a	Precast Concrete Slab Ducts, Type A1 to A5	103	No.
5b	Precast Concrete Slab Ducts, Type B1 to B5	102	No.
5c	Precast Concrete Slab Ducts, Type C1 to C5	210	No.
5d	Precast Concrete Slab Ducts, Type D1 to D5	104	No.
6	Precast Concrete Wall Units	41,000	SQ. Ft
7	Precast Concrete Stair Units	114	No.
8	Intumescent Coating	161,000 361,000	SQ. Ft
9	Paint coating excluding area covered by Intumescent coating.	361,000	SQ. Ft
10	Alternate Option – Precast Concrete Floor & Walls	42,000	SQ. Ft

1. In the case of Item No. 1A, 1B and 1C the quantity shall be the number of pounds of structural steel to be fabricated / erected; Line Item No.2 Temporary support system for steel erection; No. 3 square feet of Metal Deck to be installed; Line Item



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No.4 Total square feet of Precast Concrete Floor Slab Installed; Item No. 5a, 5b & 5c Total number of typical Precast Concrete Slab ducts (Sections identified as 5a, 5b, 5c & 5d) installed; Item No.6 Precast Concrete wall units in square feet; Item No. 7 Precast Concrete Stair units; Item No.8 total square feet of Intumescent Coating applied; No. 9 Total square feet of painted steel excluding steel covered by Intumescent coating. Item No.10 Alternate Option – Precast Concrete Floor & Walls.

2. Option to Paragraph 1.1A – Option A:

~~Subcontractor's Own Storage Yard Option (Identify Add(+) or Deduct(-)) with respect to the Base Price:~~

1	Provide a change in base cost to deliver all material to the WTC site using the Subcontractor's Own Storage Yard/Facilities Provide the cost of trucking and number to loads.	Number of Loads	Lump Sum	\$	Ø
2	Total Option Price	Lump Sum	Lump sum	\$	Ø

All material to the WTC site using the Subcontractor's Own Storage Yard/Facilities Provide the number of trucks and number of loads to complete the Project.	Number of Loads	Number of Trucks
	1000	1000

**WORK TRAINS BASE 300
ALT. 152**

3. In order to be eligible for the award of the structural steel work of this work package, the bidder must meet the following requirements:

- A. The bid proposal must include Method Statement for Steel Fabrication including detailed information on all facilities to be used. Steel Erection methodology to include proposed temporary support structure, type and location of crane / lifting devices / sequence of steel erection, transferring load to permanent structure. The method statement to include basic steel erection sequence including milestone dates for compliance with the project schedule.



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- B. The bid proposal must include resumes of the Key Personnel allocated for this project including Project Manager, Shop & field Superintendents, Shop and Field Quality Control Managers, and person in-charge of Steel fabrication at the fabrication facility and Steel erection in the field.
- C. Specification Sec. 07816 'Epoxy Intumescent Coating System' Page 4 Article 5. Submit at the time of the bid , the properties of the proposed product, on the manufacture's letterhead for each of the items listed below:
 - a). Tensile Strength: ASTM D638.
 - b). Bond Strength: ASTM D1002.
 - c). Compressive Strength: ASTM D695
 - d). Explosion: No delamination, no cracking when tested four bar over pressure test.
 - e). Hardness: ASTM D2240
 - f). Chemical Resistance: ISO2812-1
 - g). Water Absorption: ISO 2812-2
 - h). Flame Spread: Class A (Class 1) when tested in accordance with ASTM E84
 - i). Smoke Development: Class A (Class 1) when tested with ASTM e84

The undersigned understands and agrees to comply with and be bound by the subcontractors pricing and instructions and other RFP/ contract documents.

The Undersigned acknowledges the receipt of any addendum issued by listing all by number below:

1 thru 21

Proposer:

DCM Erectors Inc.

Company Name:

110 EAST 42ND ST SUITE 1704
NY NY 10017



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**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK
SINGLE COMBINED PROPOSAL FOR WORK AREA 1 PATH HALL + WORK AREA 2, 1 LINE
SUBWAY BOX**

EXHIBIT 2A-SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

By: (Officer)

Address:

Date of Proposal: 3/16/09 Corporate Seal:

The undersigned understands and agrees to comply with and be bound by the subcontractor's pricing and instructions and other RFP/ contract documents.

1.2 Supplemental Unit Rates, All-in Rates and Cost/Price Assumptions

No changes are authorized from the approved scope, unless they are approved in writing by Phoenix Constructors JV (i.e., co-signed amendment), prior to the time of execution.

When changes occur from the anticipated job site, the following unit rates will be used to negotiate changes which shall also be finalized through the PC as firm fixed price.

All pricing assumptions shall be clearly stated to allow a reviewer to assess the potential cost risks associated with the proposed design, and associated construction efforts.

1.2.1 Financial Terms – See Subcontract

2.0 FEDERAL COMPLIANCE

Subcontractor acknowledges the fact that the World Trade Center Transportation Hub Project is a Federally funded project and as such all Subcontractors/Vendors must comply with and must require all of their respective lower tier Subcontractors/Vendors to comply with the Federal Acquisition Regulation ("FAR") and Truth in Negotiations Act ("TINA"), including but not limited to FAR Part 31 entitled "Contract Cost Principles and Procedures," and FAR Part 15 entitled "Contracting By Negotiation."

Such compliance includes but is not limited to the disclosure of all costs, mark-ups and any other financial information used to develop the proposed Contract, Purchase Order, Change Order, and/or Modification price, if requested, and the provision of any and all information requested Phoenix Constructors Joint Venture in order to substantiate compliance with the Federal Acquisition Regulations and Truth in Negotiations Act.



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In addition to complying and providing Phoenix with all documents necessary to substantiate compliance with the FAR and TINA, the Subcontractor/Vendor agrees that if requested by Phoenix Constructors JV, the Subcontractor/Vendor must provide "Cost and Pricing Data" as required by Federal Acquisition Regulation Part 15.403 entitled "Obtaining Cost and Pricing Data" and execute a "Certificate of Current Cost or Pricing Data" which certifies that the data provided is "current, accurate, and complete."

Subcontractor must fully complete and submit FORM 2A.1 prior to proposal submission.

3.0 INVOICING INSTRUCTIONS

- 3.1 Phoenix Constructors JV will reimburse the Subcontractor solely for actual, contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System for reimbursement in accordance with the information contained in this section entitled "Invoicing Instructions."
- 3.2 On a weekly basis the Subcontractor must perform a walk-through with appropriate Phoenix personnel to establish what work was actually performed during that respective week. On the Tuesday of every week, the Subcontractor must provide to their respective Contract Administrator a "Weekly Physical Progress Update" (See Form 2A.9) for the work performed during the previous week. The "Weekly Physical Progress Update" will be audited and verified for accuracy by appropriate Phoenix personnel and will be returned to the Subcontractor with comments. The "Weekly Progress Update" must be a cumulative report delineating all Work performed to date and specifically detailing the work performed for the respective week.
- 3.3 On a monthly basis Subcontractor shall submit to Phoenix Constructors, JV (PCJV) to the attention of the Contract Administrator an Invoice for the actual work performed that month. The Invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the documentation required by Section 3.4. The invoice must be submitted, on the following dates for each month, with earned cost through the end of the month:
 - Work performed in Jan. '09 – Invoice must be submitted by Feb. 9, 2009
 - Work performed in Feb. '09 – Invoice must be submitted by Mar. 9, 2009
 - Work performed in Mar. '09 – Invoice must be submitted by April 13, 2009
 - Work performed in April. '09 – Invoice must be submitted by May 11, 2009



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- Work performed in **May. '09** – Invoice must be submitted by **June 8, 2009**
- Work performed in **June. '09** – Invoice must be submitted by **July 13, 2009**
- Work performed in **July. '09** – Invoice must be submitted by **Aug.10, 2009**
- Work performed in **Aug. '09** – Invoice must be submitted by **Sept. 7, 2009**
- Work performed in **Sept. '09** – Invoice must be submitted by **Oct. 12, 2009**
- Work performed in **Oct. '09** – Invoice must be submitted by **Nov. 9, 2009**
- Work performed in **Nov. '09** – Invoice must be submitted by **Dec.7, 2009**

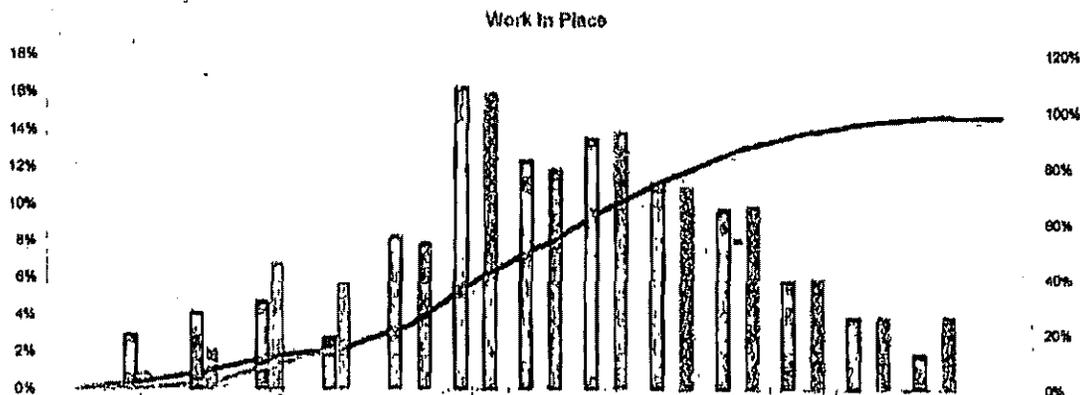
Updated schedules for subsequent years will be provided at a later date.

Phoenix will attempt to reimburse Subcontractor within 45 days from the receipt of an all inclusive, accurate invoice. Subsequent to the initial submittal by the Subcontractor, Phoenix will review the Invoice for accuracy. Any discrepancies or inaccuracies as determined solely by Phoenix will be returned to the Subcontractor for revision. Failure to provide an accurate invoice substantiated with all required documents can potentially delay the reimbursement of the Subcontractor's Invoice.

3.4 The Subcontractor's Invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the following documents:

- Earned Value System (Enclosed Excel Format in CD) (Attach to Form 2A.8)
- A Monthly Progress Report (Form 2A.10)
- Graphical Representation Regarding Performance (Examples shown on the following two pages of the three graphical representations required) (Attach to Form 2A.11):

o Work In Place (Example Shown Below)



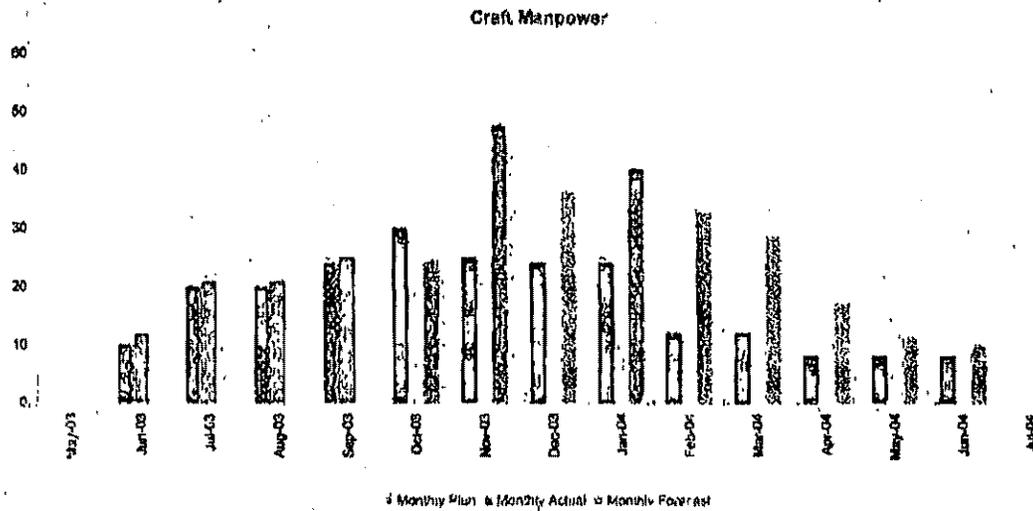


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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

o Craft Manpower (Example Shown Below)



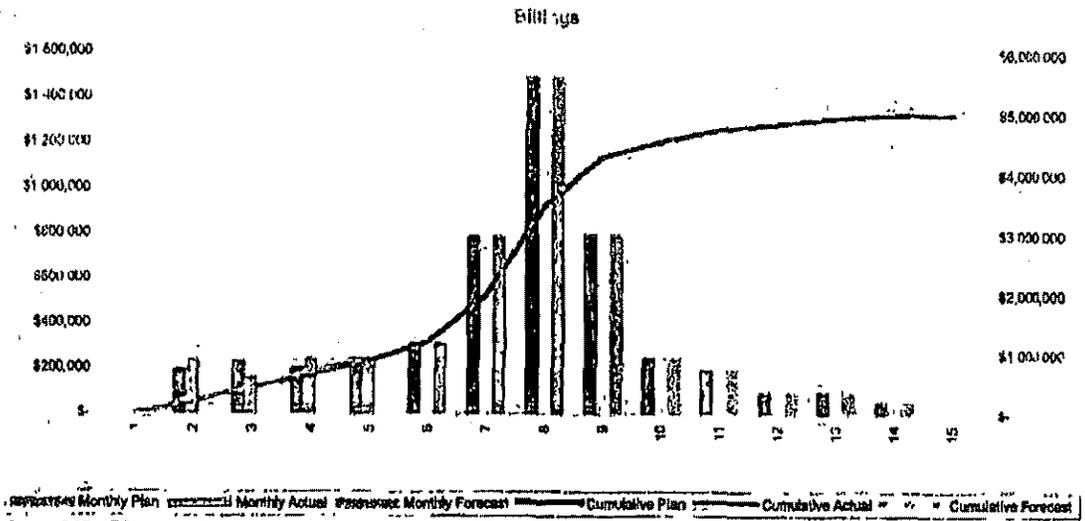
o Billings (Example Shown Below)



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- Detailed Estimate Breakdown (Form 2A.7),
- Schedule of Values (Form 2A.5)
- Detailed Updated Cost Loaded Schedule (Form 2A.6)
- Furnisher Information Schedule (Form 2A.13)
- Explanation of Any Variances from Planned Performance vs Actual Performance (Schedule, Manpower, Progress, etc)
- Notarized Certified Payrolls (mandatory form provided in Exhibit 7) (including all second tier subcontractors),
- Partial or Final Releases (Exhibits 3 or 4), and
- W/MBE Monthly Reports (Exhibit 6)

Subcontractor must submit the above requested material via e-mail to an email address to be provided at a later date.

3.5 PCJV shall advise the Subcontractor whether they agree with the amounts claimed, or ask for a meeting with the PCJV PM, PA PM, and the Subcontractor. During this meeting the value of the Invoice shall be agreed upon and signed off as approved.

3.6 Contractual retention, which is calculated per the terms of the Contract of amount invoiced, shall be identified on the face of each progress invoice and withheld from amounts payable. Retainage of 10% of the contract value will be held on all contracts and on any future modifications unless otherwise stated in the contract. Retainage or Final payment cannot be released until all contract work is



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completed, punchlist items are completed and signed off by PCJV and the Owner, all warranty and required turn-over information has been received, the Owner has approved the release, all paperwork and forms requested by this Contract have been provided, and the subcontractor has complied with all of the Terms & Conditions of this Contract. Do not invoice retainage until released to do so by the Contract Administrator. Final retainage must be billed separate from base contract invoicing on an Application for Final Payment and Final Payment Release. All outstanding contract modifications must be executed, and all contract deliverables including but not limited to insurance and bond requirements must be provided in accordance with the forms of the Contract. Failure to provide any of the required deliverables will be just cause for retainage retention by PCJV.

- 3.7 Subcontractor's invoices shall be clearly marked with this Subcontract Number and the appropriate milestone description of activities and/or work related to the billing.
- 3.8 Subcontractor's invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted.
- 3.9 Phoenix shall not be obligated to pay for invoice items not fully supported by approved progress measurements and any other such documentation as may be required. Phoenix reserves the right to make provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.
- 3.10 Subcontractor shall sign each invoice certifying that all Work covered by the invoice is complete and that the invoice is correct, authentic and the only one issued for the Work described therein.
- 3.11 Any payments made shall not be construed to be an acceptance of defective Work nor relieve Subcontractor of any of its obligations.
- 3.12 Invoices for Cost-Reimbursable Work shall be prepared and submitted as follows:
 - 3.12.1 Invoices for Labor shall be accompanied by Contractor approved daily reports or time sheets listing workers' names, classification, and straight time and overtime hours. Labor categories and rates must correspond to those set forth in Rate Schedule "A" of this Form 2A.2.
 - 3.12.2 Invoices for Subcontractor-Owned Equipment shall be accompanied by Contractor approved daily reports or time sheets listing the equipment type, number, size and hours. Equipment descriptions and rates must



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correspond to those set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose CA 95110)

3.12.3 Invoices for Subcontractor Rented Equipment shall be accompanied by Contractor approved daily reports or time sheets listing equipment type, number, size and hours along with a copy of Subcontractor's rental agreement and invoice from supplier. The applicable markup as set forth in this Form 2A.3 shall be set forth separately.

3.12.4 Invoices for Materials shall be accompanied by field receiving documentation and a copy of Subcontractor's purchase order and invoice from supplier.

3.13 Each subcontractor **MUST** fully complete and sign the **certified payroll provided in Exhibit 7, Form 7.2**, on a weekly basis. As a prerequisite for payment, not limiting any other prerequisites for payment, the Subcontractor must submit all respective certified payrolls to the Contractor at the time of invoicing.

3.14 Subcontractor must submit on a monthly basis, with their invoice, their updated M/WBE Participation Plan, in accordance with **Exhibit 6**. Failure to submit such Plan on a monthly basis shall be just cause for Phoenix/Authority to withhold payment from the Subcontractor. Submission of an updated M/WBE Plan is a condition precedent for payment to the Subcontractor.

4.0 PRICING FOR CHANGES

Compensation to Subcontractor for changes in the Scope of Work, shall be in accordance with the provisions of Article 8, Change Orders of GC Long Form Subcontract Rev. 0, except to the extent otherwise provided below:

Phoenix may request, and Subcontractor shall provide, proposals for Scope of Work changes (additions and deletions) which are priced, at Phoenix' option, by one or a combination of the following methods:

- a. Negotiated Lump Sums based upon a mutually agreed Scope of Work.
- b. Applicable unit prices set forth in Exhibit B, titled, Contract Unit Rates, if the Work is possible to be fairly classified under the Unit Price items.
- c. Negotiated Unit Prices not established in the Contract.



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- d. On a "cost-reimbursement plus a fixed fee" basis, or at the labor and equipment rates as set forth in Rate Schedule "A" and "B".
- e. Any price based upon cost plus a percentage of cost is expressly prohibited.
- f. Any additional alternative that the Contractor deems appropriate.

4.1 Lower tier Subcontracts

- 4.1.1 All subcontracts and services provided by others for performance of changes or extra work requested by Phoenix/Authority, which have not been objected to by Phoenix/Authority shall be at actual cost to Subcontractor of such subcontracts or services provided by others (not to exceed such subcontract price) plus a mark-up for all overhead and fee of Subcontractor thereon which shall not exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.1.2 Subcontractor's invoices for work performed by any of Subcontractor's "lower tier subcontractors" may include an allowance for the "lower tier subcontractor's" overhead and fee which shall not exceed 10%.
- 4.1.3 In no instance shall the mark-ups or rates for changes provided by lower tier subcontractor to Subcontractor exceed the mark-ups or rates for changes as stipulated in this Article 3.0. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2 Materials

- 4.2.1 Compensation to Subcontractor for materials supplied by Subcontractor for incorporation into the permanent facility (excluding consumable, expendable, and small tools) shall be at actual invoiced cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, plus a mark-up, for all fee and overhead expense not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."



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4.2.2 Temporary Materials will be reimbursed at the direct cost of such materials, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, less their salvage value, if any.

4.2.3 Phoenix/Authority reserves the right to provide, at no cost to Subcontractor, materials, equipment, services, supplies or incidentals required to perform the Work. All refunds, trade discounts, rebates on materials, supplies and services, and all monies obtained from the disposal of surplus materials or supplies shall accrue to Owner.

4.3 Labor

Compensation to Subcontractor for construction labor, related costs and profit shall be in accordance with the rates set forth in Rate Schedule "A" entitled ALL INCLUSIVE LABOR RATES attached (Form 2A.2).

4.4 Equipment Rental

4.4.1 Equipment rental rates, as set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose Corporation 95110) shall apply for equipment used for extra work requested by Contractor.

Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount of operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.

When utilizing the rental rates appearing in the Blue Book, the Contractor (or Authority Engineer) shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:



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The rate to be applied for an item if tool, equipment construction aid used on a particular Work package shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of tool, equipment or construction aid, or substitute item of equipment is at the construction site for use by the Contractor or subcontractors whether under this Contract if any other contract with the Authority. Included within this period will be (i) work days of idleness results from acts or omission of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of tool, delivery to the construction site of the same substitute tool, equipment or construction aid. The number of workdays in the period for each rate shall be as indicated below:

Three work days or less	daily rate
More than three work days but not more than fifteen work days	weekly rate
More than fifteen work days	monthly rate

The pro rata portion which one-hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of from weekly rental Blue Book
Hourly rate based on monthly rental	1/176 of from monthly rental Blue Book

The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.



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If the Contractor (or Authority Engineer) should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Subcontractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Contractor (or Authority Engineer) to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the Subcontractor but will be based on the smallest quantity or smallest or least elaborate tool equipment or construction aid determined by the Contractor (or Authority Engineer) to have been suitable for the performance of the work.

There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Subcontractor or lower tier subcontractor and (c) notwithstanding the number of hours during which such of tool, equipment or construction aid is utilized, the minimum rental therefore will be for a period of eight hours.

Notwithstanding anything to the contrary contained to the contrary contained in this numbered clause, the Contractor and Authority shall not be liable for any amount attributable to the rental of non-powered hand tools.

- 4.4.2 For equipment which is specifically mobilized to the jobsite for extra work, Subcontractor shall separately identify such transportation costs (including: loading, off-loading, assembly and disassembly) when submitting proposals to Phoenix/Authority for performing extra work. Transportation costs shall not be applicable to equipment already mobilized on the site.
- 4.4.3 When Subcontractor's equipment does not resemble the equipment having rental rates listed in Rate Schedule "B" for extra work, the rental rate shall be negotiated and agreed upon in writing by Contractor.
- 4.4.4 Compensation to Subcontractor for equipment used for extra work which is rented from third parties and does not resemble the equipment having rental rates listed in the "Rental Rate Blue Book" must be approved by Contractor in writing prior to rental and shall be at actual cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Contractor plus a mark-up, for all profit and overhead expense of Subcontractor



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

thereon, of not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.4.5 All Subcontractors involved with the rental of equipment must comply with the requirements involving rental of equipment in Exhibit 2B.

4.5 Time Sheets

4.5.1 For all work performed on a cost-reimbursable basis, Subcontractor shall submit daily time sheets for approval by Contractor. An approved copy of the time sheets, which shall detail all hours worked, materials installed and equipment used, must be submitted in support of Subcontractor's monthly billing.

5.0 Rate Schedules – To be determined if: requested by contractor, or if a price/cost change is required.

- 5.1 Rate Schedule "A" – All Inclusive Labor Rates
- 5.2 Rate Schedule "B" – Equipment Rental Rates
- 5.3 Rate Schedule "C" – List of SubSubcontractors



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PROPOSAL FOR WORK AREA 3, TRANSIT HALL**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

1.0 PAYMENT SCHEDULE

Full compensation to Subcontractor for full and complete performance by Subcontractor of all the Work, compliance with all terms and conditions of this Subcontract, and for Subcontractor's payment of all obligations incurred in, or applicable to, performance of the Work, shall be the sum of the lump sums and the value of the unit prices set forth below in paragraph 1.1 below. Phoenix Constructors JV will reimburse the Subcontractor solely for actual contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System (accepted work in place) for reimbursement in accordance with paragraph 3.0 entitled "Invoicing Instructions."

Prior to proposal and thereafter updated prior to contract execution, the subcontractor shall submit for approval by Phoenix Constructors JV:

- a Detailed Schedule of Values (Form 2A.5), in a format that is required by, and acceptable to Phoenix Constructors JV (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- a Detailed Estimate Breakdown (Form 2A.7), (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- an Earned Value System (Form 2A.8) which supports the method in which the work will be broken down and contracted, and which will be utilized to support future invoicing. The Earned Value System must utilize the Detailed Estimate which ultimately must roll up to Support the Schedule of Values (An Example of an Earned Value System has been provided in EXCEL Format in the enclosed CD),
- a Detailed Schedule (Form 2A.6) which contains enough detail to support the execution of the work and identify all interface points between contractor and all other Subcontractors (This form MUST be submitted prior to proposal with the detailed schedule attached. Thereafter, the subcontractor MUST submit a detailed cost loaded schedule within 5 days of Phoenix requesting the subcontractor to do so. This detailed cost loaded schedule will supersede the submission of the initial detailed schedule and will be updated prior to contract execution and on a monthly basis thereafter as indicated in clause 3.4 of this exhibit).

The above referenced submittals are to be provided in addition to all other required submittals mandated by the Terms and Conditions of this Subcontract, and/or required to substantiate the Subcontractor's work actually performed.



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Subcontractors and their respective employees, subcontractors, and suppliers must comply with all security requirements set forth in this Subcontract including Exhibit 19C "WTC PATH Identification Guidelines For Subcontractors;" and all additional security requirements imposed by The Port Authority of New York and New Jersey, Phoenix Constructors, or any additional party that Phoenix Constructors in their sole determination believes shall have the ability to request such requirements. The Subcontractor shall be solely responsible for all costs and/or expenses associated with the security, enrollment and identification procedures and requirements set forth within this Subcontract including but not limited to the actual Secure Worker Access Consortium (SWAC) enrollment cost of \$250.00 per individual and all associated costs associated with such enrollment. All security related costs must be included in the Subcontractors proposal.

Applicable Credits – The applicable portion on ANY income, rebate, allowance, or other credit relating to any allowable cost or any Subcontractor work, which is received by, or accruing to the Subcontractor, shall be credited to Phoenix or the Government either as a cost reduction or by cash refund. This includes, but is not limited to the resale or reuse of any materials. Such a credit must be reflected in the associated price proposal for the value of the subcontracted work.

1.1 Firm Fixed Price

The undersigned, having examined this RFP/Contract Documents for this Work Package and having visited the job site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and each and every item of cost to perform operations necessary to complete the work as required by subject RFP/Contract Documents," Station Construction and Transit Hall Structure to Grade – Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

The base price proposed as provided for in Paragraph A (Option B) below should assume that all materials will delivered to the WTC Site and any interim storage will be at the Phoenix provided Marshalling Yard provided by the Subcontractor. in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard."

A. Work Package # 20, Furnish, Fabricate and Erect, Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work

OPTION B:

PROPOSAL FOR WORK AREA 3, TRANSIT HALL



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STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE - FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT COATING, METAL DECK & PRECAST CONCRETE WORK PROPOSAL FOR WORK AREA 3, TRANSIT HALL

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

This base price proposed assumes that all materials will delivered to the WTC Site and any Interim storage will be at the Phoenix provided Marshalling Yard provided by the Subcontractor, in accordance with Exhibit 4 Paragraph 3.57 entitled "Marshalling Yard":

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 97,900,000 (in words) NINETY SEVEN MILLION NINE HUNDRED THOUSAND dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against Individual pay items is detailed below.

The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The price shall be furnished in US dollars and are not subject to change based upon currency fluctuations. Payment for actual quantities at the Unit Price shall constitute full payment for the performance of the Subcontract and covers all cost of whatever nature incurred by the Subcontractor in accomplishing the Work in accordance with the provisions of this Subcontract.

Phoenix Constructors JV and Port Authority of New York and New Jersey has the exclusive right at their discretion to select and choose any single or combination of different proposals from the same or more than one bidder for the award. The bidders must consider and have appropriate allowance in their proposals for coordination and review of connection details at the common boundary lines for adjacent work packages, of the Work Package #20, WP#21 & WP# 9 & 9X, in addition to coordination with other WTC site stakeholders, i.e., memorial, towers 1,2,3 & 4, VOEC...

NOTE ** This pricing format MUST be used**

All prices shall be furnished in US Dollars and are not subject to change based upon world currency fluctuations.

	DESCRIPTION	UM	Total
1	Total Weight of Permanent Steel	US Ton	9200 ^T
2	Steel Material	Lump Sum	\$ 18,000,000
3	Steel Fabrication	Lump Sum	\$ 19,000,000
4	Intumescent Fire Resistant Coating	Lump	\$ 4,000,000



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		Sum	
5	Shipping and Handling FOB Job Site (deliver material to WTC site using Phoenix provided Marshalling Yard)	Lump Sum	\$ 5,100,000
6	Steel Erection Labor	Lump Sum	\$ 40,000,000
7	Metal Deck and Studs Labor and Material	Lump Sum	\$ 2,000,000
8	Precast Concrete Labor and Material	Lump Sum	\$ 2,000,000
9	Erection Equipment	Lump Sum	\$ 3,000,000
10	Temporary Construction	Lump Sum	\$ 2,000,000
11	Engineering	Lump Sum	\$ 1,500,000
12	Quality Control	Lump Sum	\$ 1,000,000
13a	Cost to remove Church Street Perch / Road Access.	Lump Sum	\$ 300,000
14	Total Bid Price	Lump Sum	\$ 97,900,000

- Instructions: i. Insert in line 1 the US tonnage of the permanent steel fabricated and erected.
- ii. The value in row 14 to be equal to the total bid price.

1.1.1 To assist in the analysis of this proposal, the following information is REQUIRED TO BE COMPLETED by the Bidders. Failure to comply with this shall be considered Non Responsive RFP.

FOR ANALYSIS ONLY



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No.	Description	Quantity	Unit of Measure
1A	Permanent Steel – Special Shape Exposed Steel	8,000,000	LBS.
1B	Permanent Steel – Standard Profile Steel and Built up Section.	10,000,000	LBS
2	Temporary Supports System for Steel Erection	1,000,000	LBS
3	Metal Deck	170,000	SQ. Ft
4	Intumescent Coating	190,000	SQ. Ft
5	Paint coating excluding area covered by Intumescent coating.	360,000	SQ. Ft
6	Precast Concrete	50,000	SQ. Ft.

1. In the case of Item No. 1A and 1B the quantity shall be the number of pounds of structural steel to be fabricated / erected; Line Item No.2 Temporary support system for steel erection; No. 3 square feet of Metal Deck to be installed; Line Item No.4 total square feet of Intumescent Coating applied; No. 5 total square feet of painted steel excluding steel covered by Intumescent coating; No. 6 total square feet of precast concrete.

2. Option to Paragraph 1.1A – Option B:

~~Subcontractor's Own Storage Yard Option (Identify Add(+) or Deduct(-)) with respect to the Base Price:~~

1	Provide a change in base cost to deliver all material to the WTC site using the Subcontractor's Own Storage Yard/Facilities. Provide the cost of trucking and number to loads.	Number of Loads	Lump Sum	\$	0
2	Total Option Price	Lump Sum	Lump sum	\$	0

All material to the WTC site using the Subcontractor's Own Storage Yard/Facilities. Provide the number of trucks and number of loads to complete the Project.	Number of Loads 500	Number of Trucks 500
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3. In order to be eligible for the award of the structural steel work of this work package, the bidder must meet the following requirements:
- A. The bid proposal must include Method Statement for Steel Fabrication including detailed information on all facilities to be used. Steel Erection methodology to include proposed temporary support structure, type and location of crane / lifting devices / sequence of steel erection, transferring load to permanent structure. The method statement to include basic steel erection sequence including milestone dates for compliance with the project schedule.
 - B. The bid proposal must include resumes of the Key Personnel allocated for this project including Project Manager, Shop & field Superintendents, Shop and Field Quality Control Managers, and person in-charge of Steel fabrication at the fabrication facility and Steel erection in the field.
 - C. Specification Sec. 07816 'Epoxy Intumescent Coating System' Page 4 Article 5. Submit at the time of the bid , the properties of the proposed product, on the manufacture's letterhead for each of the items listed below:
 - a). Tensile Strength: ASTM D638.
 - b). Bond Strength: ASTM D1002.
 - c). Compressive Strength: ASTM D695
 - d). Explosion: No delamination, no cracking when tested four bar over pressure test.
 - e). Hardness: ASTM D2240
 - f). Chemical Resistance: ISO2812-1
 - g). Water Absorption: ISO 2812-2
 - h). Flame Spread: Class A (Class 1) when tested In accordance with ASTM E84
 - i). Smoke Development: Class A (Class 1) when tested with ASTM e84

The undersigned understands and agrees to comply with and be bound by the subcontractors pricing and instructions and other RFP/ contract documents.



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The Undersigned acknowledges the receipt of any addendum issued by listing all by number below:

1 THRU 21

Proposer:

DCM ERECTORS INC.

Company Name:

110 EAST 42ND STREET
SUITE 1704

By: (Officer)

Address:

Date of Proposal: 3/16/09 Corporate Seal:

The undersigned understands and agrees to comply with and be bound by the subcontractor's pricing and instructions and other RFP/ contract documents.

1.2 Supplemental Unit Rates, All-in Rates and Cost/Price Assumptions

No changes are authorized from the approved scope, unless they are approved in writing by Phoenix Constructors JV (i.e., co-signed amendment), prior to the time of execution.

When changes occur from the anticipated job site, the following unit rates will be used to negotiate changes which shall also be finalized through the PC as firm fixed price.

All pricing assumptions shall be clearly stated to allow a reviewer to assess the potential cost risks associated with the proposed design, and associated construction efforts.

1.2.1 Financial Terms – See Subcontract

2.0 FEDERAL COMPLIANCE

Subcontractor acknowledges the fact that the World Trade Center Transportation Hub Project is a Federally funded project and as such all Subcontractors/Vendors must comply with and must require all of their respective lower tier Subcontractors/Vendors to comply with the Federal Acquisition Regulation ("FAR") and Truth in Negotiations Act



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("TINA"), including but not limited to FAR Part 31 entitled "Contract Cost Principles and Procedures," and FAR Part 15 entitled "Contracting By Negotiation."

Such compliance includes but is not limited to the disclosure of all costs, mark-ups and any other financial information used to develop the proposed Contract, Purchase Order, Change Order, and/or Modification price, if requested, and the provision of any and all information requested Phoenix Constructors Joint Venture in order to substantiate compliance with the Federal Acquisition Regulations and Truth in Negotiations Act.

In addition to complying and providing Phoenix with all documents necessary to substantiate compliance with the FAR and TINA, the Subcontractor/Vendor agrees that if requested by Phoenix Constructors JV, the Subcontractor/Vendor must provide "Cost and Pricing Data" as required by Federal Acquisition Regulation Part 15.403 entitled "Obtaining Cost and Pricing Data" and execute a "Certificate of Current Cost or Pricing Data" which certifies that the data provided is "current, accurate, and complete."

Subcontractor must fully complete and submit FORM 2A.1 prior to proposal submission.

3.0 INVOICING INSTRUCTIONS

- 3.1 Phoenix Constructors JV will reimburse the Subcontractor solely for actual, contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System for reimbursement in accordance with the information contained in this section entitled "Invoicing Instructions."
- 3.2 On a weekly basis the Subcontractor must perform a walk-through with appropriate Phoenix personnel to establish what work was actually performed during that respective week. On the Tuesday of every week, the Subcontractor must provide to their respective Contract Administrator a "Weekly Physical Progress Update" (See Form 2A.9) for the work performed during the previous week. The "Weekly Physical Progress Update" will be audited and verified for accuracy by appropriate Phoenix personnel and will be returned to the Subcontractor with comments. The "Weekly Progress Update" must be a cumulative report delineating all Work performed to date and specifically detailing the work performed for the respective week.
- 3.3 On a monthly basis Subcontractor shall submit to Phoenix Constructors, JV (PCJV) to the attention of the Contract Administrator an Invoice for the actual work performed that month. The invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the documentation required by Section 3.4. The invoice must be submitted, on the following dates for each month, with earned cost through the end of the month:



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- Work performed in Jan. '09 – Invoice must be submitted by Feb. 9, 2009
- Work performed in Feb. '09 – Invoice must be submitted by Mar. 9, 2009
- Work performed in Mar. '09 – Invoice must be submitted by April 13, 2009
- Work performed in April. '09 – Invoice must be submitted by May 11, 2009
- Work performed in May. '09 – Invoice must be submitted by June 8, 2009
- Work performed in June. '09 – Invoice must be submitted by July 13, 2009
- Work performed in July. '09 – Invoice must be submitted by Aug.10, 2009
- Work performed in Aug. '09 – Invoice must be submitted by Sept. 7, 2009
- Work performed in Sept. '09 – Invoice must be submitted by Oct. 12, 2009
- Work performed in Oct. '09 – Invoice must be submitted by Nov. 9, 2009
- Work performed in Nov. '09 – Invoice must be submitted by Dec.7, 2009

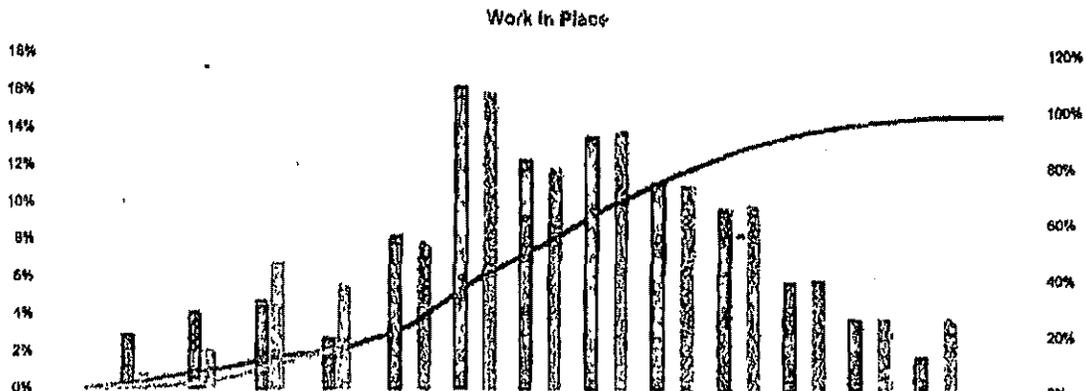
Updated schedules for subsequent years will be provided at a later date.

Phoenix will attempt to reimburse Subcontractor within 45 days from the receipt of an all inclusive, accurate invoice. Subsequent to the initial submittal by the Subcontractor, Phoenix will review the Invoice for accuracy. Any discrepancies or inaccuracies as determined solely by Phoenix will be returned to the Subcontractor for revision. Failure to provide an accurate Invoice substantiated with all required documents can potentially delay the reimbursement of the Subcontractor's Invoice.

3.4 The Subcontractor's Invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the following documents:

- Earned Value System (Enclosed Excel Format in CD) (Attach to Form 2A.8)
- A Monthly Progress Report (Form 2A.10)
- Graphical Representation Regarding Performance (Examples shown on the following two pages of the three graphical representations required) (Attach to Form 2A.11):

o Work In Place (Example Shown Below)



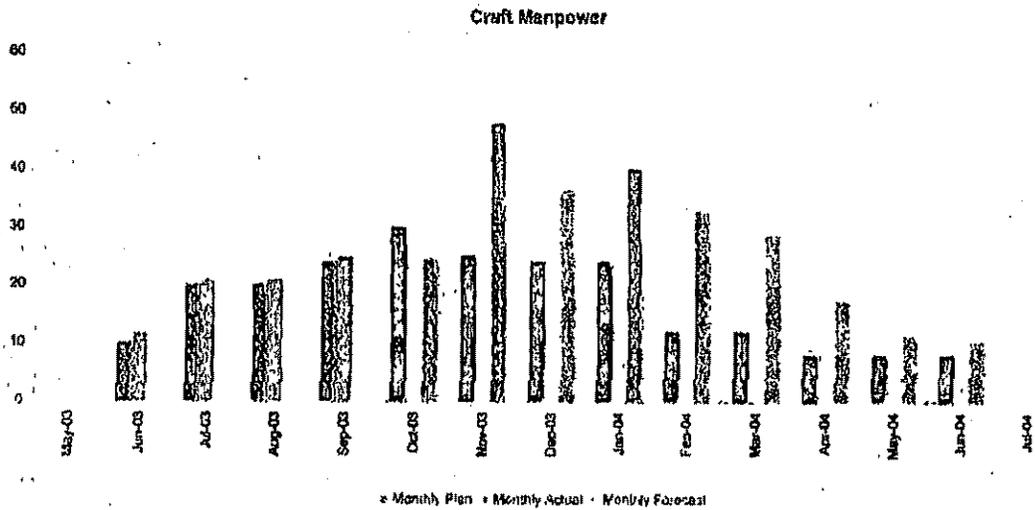


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o Craft Manpower (Example Shown Below)



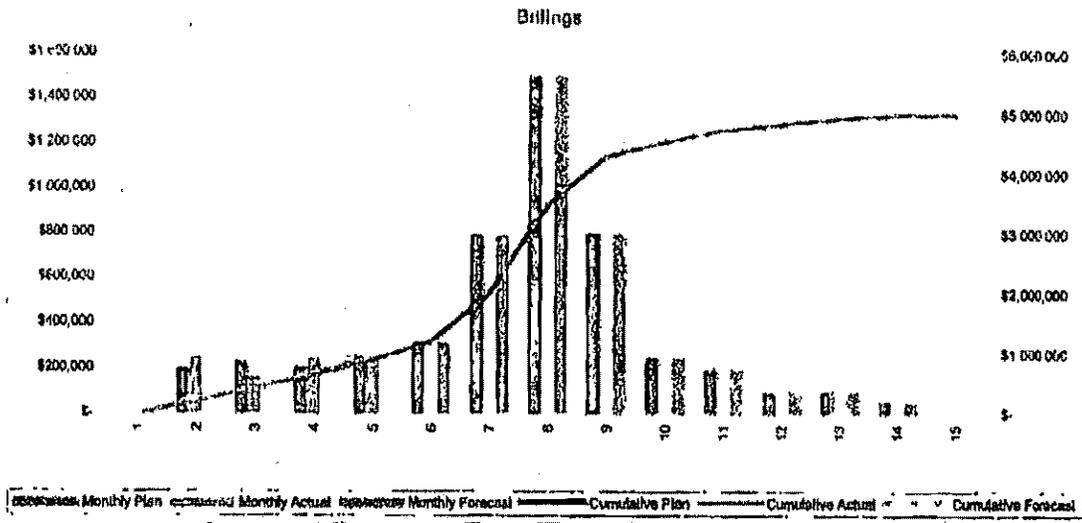
o Billings (Example Shown Below)



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- Detailed Estimate Breakdown (Form 2A.7),
- Schedule of Values (Form 2A.5)
- Detailed Updated Cost Loaded Schedule (Form 2A.6)
- Furnisher Information Schedule (Form 2A.13)
- Explanation of Any Variances from Planned Performance vs Actual Performance (Schedule, Manpower, Progress, etc)
- Notarized Certified Payrolls (mandatory form provided in Exhibit 7) (including all second tier subcontractors),
- Partial or Final Releases (Exhibits 3 or 4), and
- W/MBE Monthly Reports (Exhibit 6)

Subcontractor must submit the above requested material via e-mail to an email address to be provided at a later date.

- 3.5 PCJV shall advise the Subcontractor whether they agree with the amounts claimed, or ask for a meeting with the PCJV PM, PA PM, and the Subcontractor. During this meeting the value of the Invoice shall be agreed upon and signed off as approved.
- 3.6 Contractual retention, which is calculated per the terms of the Contract of amount invoiced, shall be identified on the face of each progress invoice and withheld from amounts payable. Retainage of 10% of the contract value will be held on all contracts and on any future modifications unless otherwise stated in the contract. Retainage or Final payment cannot be released until all contract work is



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completed, punchlist items are completed and signed off by PCJV and the Owner, all warranty and required turn-over information has been received, the Owner has approved the release, all paperwork and forms requested by this Contract have been provided, and the subcontractor has complied with all of the Terms & Conditions of this Contract. Do not invoice retainage until released to do so by the Contract Administrator. Final retainage must be billed separate from base contract invoicing on an Application for Final Payment and Final Payment Release. All outstanding contract modifications must be executed, and all contract deliverables including but not limited to insurance and bond requirements must be provided in accordance with the forms of the Contract. Failure to provide any of the required deliverables will be just cause for retainage retention by PCJV.

- 3.7 Subcontractor's invoices shall be clearly marked with this Subcontract Number and the appropriate milestone description of activities and/or work related to the billing.
- 3.8 Subcontractor's invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted.
- 3.9 Phoenix shall not be obligated to pay for invoice items not fully supported by approved progress measurements and any other such documentation as may be required. Phoenix reserves the right to make provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.
- 3.10 Subcontractor shall sign each invoice certifying that all Work covered by the invoice is complete and that the invoice is correct, authentic and the only one issued for the Work described therein.
- 3.11 Any payments made shall not be construed to be an acceptance of defective Work nor relieve Subcontractor of any of its obligations.
- 3.12 Invoices for Cost-Reimbursable Work shall be prepared and submitted as follows:
 - 3.12.1 Invoices for Labor shall be accompanied by Contractor approved daily reports or time sheets listing workers' names, classification, and straight time and overtime hours. Labor categories and rates must correspond to those set forth in Rate Schedule "A" of this Form 2A.2.
 - 3.12.2 Invoices for Subcontractor-Owned Equipment shall be accompanied by Contractor approved daily reports or time sheets listing the equipment type, number, size and hours. Equipment descriptions and rates must correspond to those set forth in the Rental Rate Blue Book (published



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by Machinery Information Division, K III Directory Corporation, 1735
Technology Drive, San Jose CA 95110)

3.12.3 Invoices for Subcontractor Rented Equipment shall be accompanied by Contractor approved daily reports or time sheets listing equipment type, number, size and hours along with a copy of Subcontractor's rental agreement and invoice from supplier. The applicable markup as set forth in this Form 2A.3 shall be set forth separately.

3.12.4 Invoices for Materials shall be accompanied by field receiving documentation and a copy of Subcontractor's purchase order and invoice from supplier.

3.13 Each subcontractor **MUST fully complete** and sign the **certified payroll provided in Exhibit 7, Form 7.2**, on a weekly basis. As a prerequisite for payment, not limiting any other prerequisites for payment, the Subcontractor must **submit** all respective certified payrolls to the Contractor **at the time of invoicing**.

3.14 Subcontractor must submit on a monthly basis, with their invoice, their updated MWBE Participation Plan, in accordance with **Exhibit 6**. Failure to submit such Plan on a monthly basis shall be just cause for Phoenix/Authority to withhold payment from the Subcontractor. Submission of an updated M/WBE Plan is a condition precedent for payment to the Subcontractor.

4.0 PRICING FOR CHANGES

Compensation to Subcontractor for changes in the Scope of Work shall be in accordance with the provisions of Article 8, Change Orders of GC Long Form Subcontract Rev. 0, except to the extent otherwise provided below:

Phoenix may request, and Subcontractor shall provide, proposals for Scope of Work changes (additions and deletions) which are priced, at Phoenix' option, by one or a combination of the following methods:

- a. Negotiated Lump Sums based upon a mutually agreed Scope of Work.
- b. Applicable unit prices set forth in Exhibit B, titled, Contract Unit Rates, if the Work is possible to be fairly classified under the Unit Price items.
- c. Negotiated Unit Prices not established in the Contract.
- d. On a "cost-reimbursement plus a fixed fee" basis, or at the labor and equipment rates as set forth in Rate Schedule "A" and "B".



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- e. Any price based upon cost plus a percentage of cost is expressly prohibited.
- f. Any additional alternative that the Contractor deems appropriate.

4.1 Lower tier Subcontracts

- 4.1.1 All subcontracts and services provided by others for performance of changes or extra work requested by Phoenix/Authority, which have not been objected to by Phoenix/Authority shall be at actual cost to Subcontractor of such subcontracts or services provided by others (not to exceed such subcontract price) plus a mark-up for all overhead and fee of Subcontractor thereon which shall not exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.1.2 Subcontractor's invoices for work performed by any of Subcontractor's "lower tier subcontractors" may include an allowance for the "lower tier subcontractor's" overhead and fee which shall not exceed 10%.
- 4.1.3 In no instance shall the mark-ups or rates for changes provided by lower tier subcontractor to Subcontractor exceed the mark-ups or rates for changes as stipulated in this Article 3.0. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2 Materials

- 4.2.1 Compensation to Subcontractor for materials supplied by Subcontractor for incorporation into the permanent facility (excluding consumable, expendable, and small tools) shall be at actual invoiced cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, plus a mark-up, for all fee and overhead expense not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.2.2 Temporary Materials will be reimbursed at the direct cost of such materials, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, less their salvage value, if any.



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4.2.3 Phoenix/Authority reserves the right to provide, at no cost to Subcontractor, materials, equipment, services, supplies or incidentals required to perform the Work. All refunds, trade discounts, rebates on materials, supplies and services, and all monies obtained from the disposal of surplus materials or supplies shall accrue to Owner.

4.3 Labor

Compensation to Subcontractor for construction labor, related costs and profit shall be in accordance with the rates set forth in Rate Schedule "A" entitled ALL INCLUSIVE LABOR RATES (Form 2A.2).

4.4 Equipment Rental

4.4.1 Equipment rental rates, as set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose Corporation 95110) shall apply for equipment used for extra work requested by Contractor.

Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount of operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.

When utilizing the rental rates appearing in the Blue Book, the Contractor (or Authority Engineer) shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

The rate to be applied for an item of tool, equipment construction aid used on a particular Work package shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of tool, equipment or construction aid, or substitute item of equipment is at the construction site for use by



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the Contractor or subcontractors whether under this Contract if any other contract with the Authority. Included within this period will be (i) work days of idleness results from acts or omission of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of tool, delivery to the construction site of the same substitute tool, equipment or construction aide. The number of workdays in the period for each rate shall be as indicated below:

Three work days or less	daily rate
More than three work days but not more than fifteen work days	weekly rate
More than fifteen work days	monthly rate

The pro rata portion which one-hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of from weekly rental Blue Book
Hourly rate based on monthly rental	1/176 of from monthly rental Blue Book

The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.

If the Contractor (or Authority Engineer) should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Subcontractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Contractor (or Authority Engineer) to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the



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Subcontractor but will be based on the smallest quantity or smallest or least elaborate tool equipment or construction aid determined by the Contractor (or Authority Engineer) to have been suitable for the performance of the work.

There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Subcontractor or lower tier subcontractor and (c) notwithstanding the number of hours during which such of tool, equipment or construction aid is utilized, the minimum rental therefore will be for a period of eight hours.

Notwithstanding anything to the contrary contained to the contrary contained in this numbered clause, the Contractor and Authority shall not be liable for any amount attributable to the rental of non-powered hand tools.

- 4.4.2 For equipment which is specifically mobilized to the jobsite for extra work, Subcontractor shall separately identify such transportation costs (including: loading, off-loading, assembly and disassembly) when submitting proposals to Phoenix/Authority for performing extra work. Transportation costs shall not be applicable to equipment already mobilized on the site.
- 4.4.3 When Subcontractor's equipment does not resemble the equipment having rental rates listed in Rate Schedule "B" for extra work, the rental rate shall be negotiated and agreed upon in writing by Contractor.
- 4.4.4 Compensation to Subcontractor for equipment used for extra work which is rented from third parties and does not resemble the equipment having rental rates listed in the "Rental Rate Blue Book" must be approved by Contractor in writing prior to rental and shall be at actual cost to Subcontractor, delivered to project site, as substantiated by Invoices certified paid or by such documentation as may be required by Contractor plus a mark-up, for all profit and overhead expense of Subcontractor thereon, of not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.4.5 All Subcontractors involved with the rental of equipment must comply with the requirements involving rental of equipment in Exhibit 2B.



RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020

**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK
PROPOSAL FOR WORK AREA 3, TRANSIT HALL**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

4.5 Time Sheets

4.5.1 For all work performed on a cost-reimbursable basis, Subcontractor shall submit daily time sheets for approval by Contractor. An approved copy of the time sheets, which shall detail all hours worked, materials installed and equipment used, must be submitted in support of Subcontractor's monthly billing.

5.0 Rate Schedules – To be determined if: requested by Phoenix Constructors JV, or if a price/cost change is required.

- 5.1 Rate Schedule "A" – All Inclusive Labor Rates
- 5.2 Rate Schedule "B" – Equipment Rental Rates
- 5.3 Rate Schedule "C" – List of SubSubcontractors

Examine your current Workers' Compensation and General Liability policies or contact your insurance representative to assist you with completing this form. ***** NOTICE ***** Enrollment is not automatic and requires the satisfactory completion of Aon Form-A and Form-B. Please refer to the *Insurance Guide for Contractors*.

A. Contractor Information:

Federal ID # or Soc. Sec. # _____

	Business Information (headquarters)	Contact Information (address questions to..)
Company Name & dba: Contact Name & Title:	DCM Erectors, Inc	Amy Schlossberg
Address:	110 East 42 nd Street, Room 1704	
City, State Zip Code:	New York, NY 10017	
Telephone:	212-599-1603	
Fax:	212-599-1615	
E-mail Address:		
Indicate your Organization's Structure:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> S-Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other	

B. Contract Information:

Sub-contract / Work Order No. (required): WOTC-GC1-2 KN0186-020

Description & Location of Individual Contractor's/Sub-Contractor's Work: Station Construction and Transit Hall Structure to Grade Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work

Proposed Contract Price \$: _____

Port Authority Line Number: _____

State Where Work Performed: NY

Start Date: _____
 Actual
 Estimated

Completion Date: _____
 Actual
 Estimated

C. Contacts:

Position	Name & Title	Phone	Fax	email address
Project Manger:	Barry King, Project Manager	416-241-6967	416-241-3239	
Project Engineer:				
Insurance:	Amy Schlossberg	212-599-1603	212-599-1615	
Contract Admin:	John Salvarinas	416-241-6967	416-241-3239	
Payroll:	Jacintha Bobb	212-599-1603	212-599-1615	
Claims:	Twana Bruce	212-599-1603	212-599-1615	
Safety Rep:	Richard Gilbert	212-599-1603	212-599-1615	

D. Workers' Compensation Insurance Information for Work Described Above: (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Estimated Payroll
1 NY	5040		34,000,000.00
2			
3			
4			
Totals			34,000,000.00

E. Provide your current Workers' Compensation Information:

Your WC Insurance Carrier: NYSIF

Policy #: 1420773 Effective Date: 05/01/2008 Expiration Date: 05/01/2009

Experience Modification: 0.87 Effective Date: _____ Expiration Date: _____

(You may attach a photocopy of your policy and experience modification endorsement)

F. State Unemployment Identification No. _____

G. Other Insurance Information

Current GENERAL LIABILITY Carrier: ARCH Insurance Company
Policy Number: DPC000589203
Effective Date: 10/15/2008 Expiration Date: 10/15/2009
Current AUTO LIABILITY Carrier: Hartford Insurance Company
Policy Number: 10UENTE3521
Effective Date: 02/23/09 Expiration Date: 02/23/10
INSURANCE BROKER: Allied North America Insurance Brokerage of New York
Address: 390 North Broadway
City, State Zip Code: Jericho, NY 11753
Phone Number: 516-733-9229

H. Signature: I verify the information presented above and attachments are correct:

Name: Jeffrey S. Crenner
(please print)
Title: Vice President

Date: 3/16/2009
Signature: Jeffrey S. Crenner

Fax or Mail to: Adrian Rabinowitz, VP
Aon Risk Services, Inc. of New York
Port Authority Service Team
P.O. Box 342
Jericho, New York 11753

Phone: (516) 342-2706
Fax: (516) 342-2727

Winston Sturge

(Ex. 1)

Objective: to obtain a challenging and rewarding position in an engineering facility that will utilize my knowledge, experience and education, as well as offer growth opportunity.

Education:

- 2008** International Code Council
- Special inspector (structural steel & bolting).
 - Special inspector (welding).
- 1997** American welding society.
- Certified welding inspector (CWI).
 - Certified welding educator (CWE).
 - NYC license educator.
- 1995** BGE Institute, Aachen, Germany.
- Mechanical Engineering (Master Craftsman).
- 1990** Metal Industries Company Ltd, Trinidad, WI.
- Welding Technology.
- 1985** High School Diploma.

Experience:

- 02/09-Present** DCM Erectors Inc, New York, NY.
Inspector, Quality Control Department
- Quality control implementation for shop fabrication and field operations.
- 06/98-02/09:** Testwell Inc, Ossining, NY.
Senior Project Coordinator.
- Project evaluation and man-power allocation.
 - Coordinate quality assurance inspection team.
 - Structural Steel: welding, bolting, reinforcing steel, metal decking, shear studs inspection and quality assurance.
 - Elevated Roadway: structural steel, welding, shear studs and metal decking inspection and quality assurance.
 - HVAC, gas and fuel oil piping, welding inspection.
 - Curtain wall inspection, anchors and panel installation.
 - NDT Level II PT, MT.
 - Shop fabrication inspection and quality assurance .
 - Interpret, design and apply WPS, PQR, and WPQR as per applicable codes.
- 1998-present:** Apex Technical School, New York, NY.
- Senior Welding Instructor (part time).

Knowledge:

ASME Section IX, VIII, API 1104, ASME B31.1, B31.3, AWS D1.1, D1.3, D1.4, D1.5, D1.6, D1.8, NYC Building codes, OSHA 30hrs safety, computer literate and American Welding Society member.

Winston Sturge

Project Coordinator for the following structural steel projects

- **JFK Airport International Terminal 4 (new construction).**
- **School Construction Authority, PS 58 School (new construction).**
- **731 Lexington Avenue, Bloomberg building (new construction).**
- **Bellevue Hospital OCME Building (new construction).**
- **AOL Time Warner Building (new construction).**
- **One Bryant Park Building (new construction).**
- **1095 Avenue of the Americas Building (restoration project).**
- **5th Avenue Presbyterian Church (restoration project).**
- **Various NYC Transit Authority Subway (restoration projects)**

Experience prior to 1998 will be furnished upon request.

Qureshi, Javed

From: Jeff Gannett [jeff@dcmerectors.com]
Sent: Tuesday, March 17, 2009 7:09 AM
To: Qureshi, Javed
Cc: Kremmidas, Sara; Larry Davis; Richard Gilbert
Subject: FW: Loss Run richard email down sun mon am
Attachments: WinstonSurge_Cert.pdf

Sara/Javed:

We reviewed our loss runs and these are our results. Not sure how it translates into the numbers presented at our March 12, 2009 meeting but we think it should be better than originally presented.

Sorry this didn't make it into Bafo Package yesterday.

Jeff Gannett, Vice President
DCM Erectors, Inc
110 East 42nd Street
Room 1704
New York, NY 10017
212-599-1603/1615(FAX)
917-921-2697

From: Larry Davis
Sent: Tuesday, March 17, 2009 4:52 AM
To: Jeff Gannett
Cc: Richard Gilbert
Subject: FW: Loss Run richard email down sun mon am

After review of all actual loss runs in lieu of osha 300 potentials Richard came up with the following.

From: Richard Gilbert
Sent: Sun 3/15/2009 9:33 PM
To: Larry Davis
Subject: Loss Run

Reviewing Loss Run and Accident list

2005
3 Lost time accident
2 Recordables

3/17/2009

2006
5 lost time
2 recordable

2007
5 lost time
1 recordable

2008
3 lost time
7 recordable

Also attached are the certifications for Winston.

Will ask him to send e-mail resume as soon as possible.

DCM Erectors, Inc.

Richard Gilbert
Phone (212) 599-1603
Fax (212) 599-1615
Cell (917) 576-9182



**WINSTON L STURGE
STRUCTURAL WELDING SPECIAL INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examinations.

Expiration date: September 18, 2011
No. 8018856-82

Winston L. Sturge

Not valid unless signed by certificate holder.

ICC certification attests to competent knowledge of codes and standards.



**WINSTON L STURGE
STRUCTURAL STEEL AND BOLTING SPECIAL
INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination(s).

Expiration date: August 29, 2011
No. 8018856-81

Winston L. Sturge

Not valid unless signed by certificate holder.

ICC certification attests to competent knowledge of codes and standards.



American Welding Society

Certifies That
WELDING INSPECTOR

Winston Sturge

Has complied with the requirements of Section 6.1 of the AWS Standard for Qualification and Certification of Welding Inspectors, QCI-96

with _____ without eye correction _____ color blind

Dan J. Kotecki
AWS President



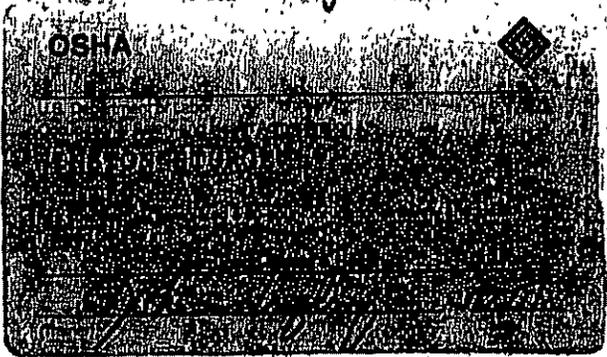
97090451

Certificate Number

September 2009

Renew by

AWS Certification Chair



TSC

NYC DOB Scaffold Challenge Exam Certificate
Name: Winston L. Sturge
Director: Tom Ferraris Class Date: 10/29/2008
Card No. 142008-023





American Welding Society

580 N.W. LeJeune Road
Miami, Florida 33128
Ph. (305) 443-9353 • (800) 443-9353 • Fax (305) 443-8647
Visit our website at <http://www.aws.org>

MEMBER
NUMBER

116353

YEARS OF
MEMBERSHIP

13

VALID
THRU
09/01/09

WINSTON STURGE
MEMBER

VALID UPON RECEIPT OF DUES

Steve L. Sturge
AWS President

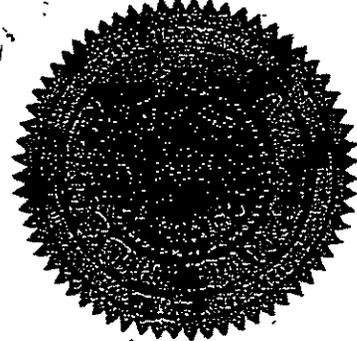
American Welding Society



Certifies that Welding Educator

Winston L Sturge

*has complied with the requirements of Section 6
of the AWS Standard for Qualification and
Certification of Welding Educators QCS-91*



Danman J. Ketchum
PRESIDENT AWS

James F. Adams
CHAIRMAN QUALIFICATION COMMITTEE

[Signature]
CHAIRMAN CERTIFICATION COMMITTEE

VALID DATE
EXPIRES REFER TO WALTER CARD FOR
VALIDITY AND EXPIRATION DATE

September 2005

CERTIFICATE NUMBER

9709048E

American Welding Society



Certifies that Welding Inspector
Winston Sturge
has complied with the requirements of Section 6.1
of the AWS Standard for Qualification and
Certification of Welding Inspectors QC1-96

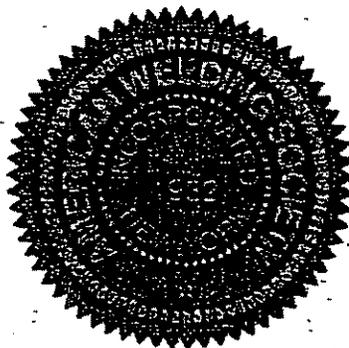
97090451

CERTIFICATE NUMBER

September 2006

VALID DATE

EMPLOYER: REFER TO WALLET CARD FOR
VALIDITY AND EXPIRATION DATE



Damian J. Kotecki

PRESIDENT AWS

James F. Conis

CHAIRMAN QUALIFICATION COMMITTEE

[Signature]

CHAIRMAN CERTIFICATION COMMITTEE

INTERNATIONAL CODE COUNCIL

WINSTON L STURGE

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Structural Steel and Bolting Special Inspector

Given this day of August 20, 2008

Certificate No. 8016936-S1

Steven Shapiro

Steven L. Shapiro
President, Board of Directors

Richard P. Weiland

Richard P. Weiland
Chief Executive Officer



INTERNATIONAL
CODE COUNCIL

INTERNATIONAL CODE COUNCIL

WINSTON L STURGE

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as

Structural Welding Special Inspector

Given this day of September 16, 2008

Certificate No. 8016956-S2

Steven I. Shapiro

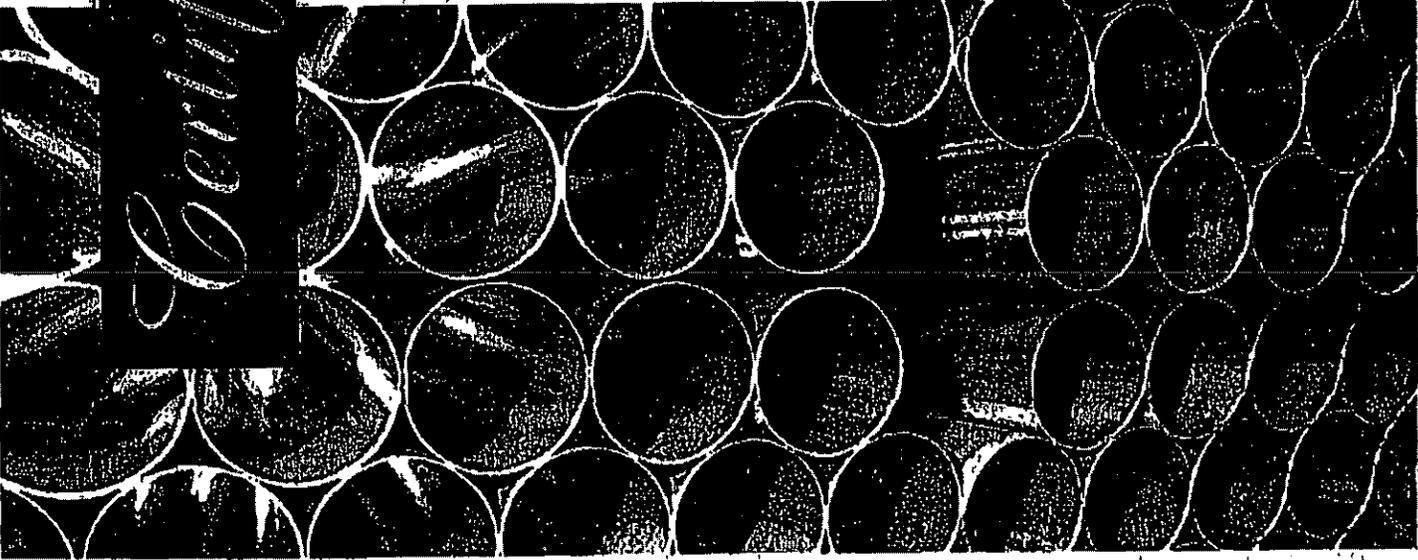
Steven I. Shapiro
President, Board of Directors

Richard P. Weiland

Richard P. Weiland
Chief Executive Officer



INTERNATIONAL
CODE COUNCIL



Certificate of Completion

TUBE & PIPE ASSOCIATION, INTERNATIONAL

This is to certify that

Winston Sturge

has completed the technical program on

Applications in Tube & Pipe Welding

April 30, 1998

John Nardzik

**John Nardzik, CAE
President & CEO**

tpa
**TUBE & PIPE ASSOCIATION
INTERNATIONAL**

METAL INDUSTRIES COMPANY LIMITED



This Certifies That

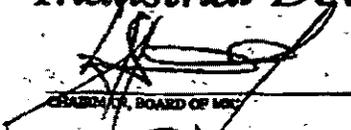
WINSTON STURGE

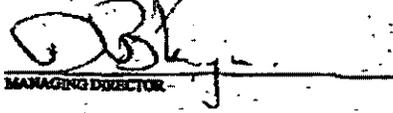


has completed 2 YEARS of theory and practice
in
WELDING TECHNOLOGY

During the term 1988 to MARCH, 1990

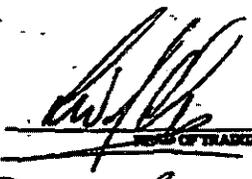
He has been trained and assessed by local and overseas
instructors supplied by the Company and the United Nations
Industrial Development Organisation.


CHAIRMAN, BOARD OF MIC


MANAGING DIRECTOR

12/9/90

DATE


HEAD OF TRAINING DEPT.


UNIDO EXPERT COORDINATOR

CHAMBER OF CRAFTS AACHEN

Results of Examination

Winston Sturge
born March 28, 1971, in Port of Spain

has successfully completed the examination as

MASTER CRAFTSMAN
- special training mechanical engineering -

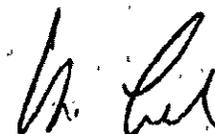
Examined technical areas according to examination regulations:

Area of Training	Result
NC-Technics	80 %
Welding	90 %
Turning and Milling	84 %
Pneumatics	78 %
Refrigeration technology	85 %
Vocational and work pedagogics	82 %

Aachen, March 31, 1995


Project Manager




Chairman of the
Examining Board

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
Bureau of Proprietary School Supervision
Rm 974, EBA, Albany, NY 12234

NOTICE

A LICENSED PRIVATE SCHOOL FULL TEACHER LICENSE

YOU ARE RESPONSIBLE FOR CONTINUING TO MEET ALL OF THE REQUIREMENTS FOR LEGALLY SERVING AS A TEACHER IN A PRIVATE SCHOOL LICENSED UNDER SECTION 8002 OF THE EDUCATION LAW. A HOLDER OF A PERMIT OR PROVISIONAL LICENSE IS RESPONSIBLE FOR MEETING THE QUALIFICATIONS FOR THE NEXT LEVEL OF LICENSURE.

APEX TECHNICAL SCHOOL
635 AVENUE OF THE AMERICAS
NEW YORK NY 10011

EXPIRES ON 04/22/11
#55548479

(cut here)



55548479

A LICENSED PRIVATE SCHOOL FULL TEACHER LICENSE

has been issued to

WINSTON L STURGE

WELDING TECHNOLOGY

APEX TECHNICAL SCHOOL
635 AVENUE OF THE AMERICAS
NEW YORK NY 10011

EFFECTIVE ON 04/23/07
EXPIRES ON 04/22/11

Johanna Duncan Porter
Deputy Commissioner
Higher Education

Signed on behalf of the
State Education Department

Thomas P. Hill
Commissioner of Education

CHAMBER OF CRAFTS AACHEN

Federal Republic of Germany

Master Craftsman Certificate*

In the presence of the Examining Board of the BGE AACHEN

WINSTON STURGE

has passed the examination as

MASTER CRAFTSMAN

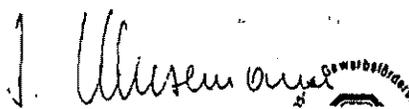
special training in mechanical engineering

has received this Master Craftsman Certificate in accordance
with the syllabus and based on the result of the examination

* Basic knowledge of German legislation and business management have
not been subjects of the examination.

CHAMBER OF CRAFTS AACHEN

31st March 1995





Article 18 Scorecard

Requested Samples and

Samples in Plan

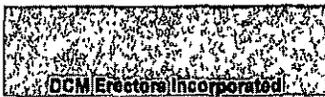
Article 18 Scorecard DCM

ITEM #	DESCRIPTION	FREQUENCY	For conditional approval	EXHIBIT	SCORE
1	ARTICLE 80	FOR INFORMATION ONLY	QCP needs to follow Article 80 all 14 sections	18.1	1.41
2	PCJV QCP	FOR INFORMATION ONLY	N/A	18.2	1.41
3	PCJV IMPLEMENTATION PROCEDURES 1000 SERIES	FOR INFORMATION ONLY	N/A	18.3	2.5
4	INTRODUCTORY LETTER	FOR INFORMATION ONLY	N/A	18.4	2.5
5	MANAGEMENT ORGANIZATIONAL CHART WITH QC DIRECT REPORTING LINES	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	Need to Supply org chart with Tiered down Quality Personnel.	18.7	1.8
6	INSPECTION & TEST PLAN - WITH HOLD POINTS	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	Follow article 80 and provide a Test & and inspections compliant	18.9	1.7
7	QUALITY WORK PLAN	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	N/A	18.10.	2.5
8	INSPECTION & TEST PROCEDURES	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	Provide clear definition to how DCM will test & inspect -Bolting, welding (visual & NDT) as to factory, field & Sub-Precast, ect.	18.10	2.5
9	START UP PROCEDURES	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	N/A		2.5
11	START UP DOCUMENTATION	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	N/A		2.5
12	RESUMES / CERTIFICATIONS OF TESTING PERSONNEL	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	Supply resumes of all QC personnel-In house (field/factory) and subs		2.5
13	INTERNAL / EXTERNAL AUDIT SCHEDULE	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	provide sample	18.13	0
16	WELD PROCEDURES	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	Provide sample procedures		0.3
17	WELDER QUALIFICATIONS	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	provide sample procedures		0.3
18	CALIBRATION CERTIFICATES	2 WEEKS PRIOR TO START OF WORK	N/A		2.5
19	MATERIAL TEST REPORTS	WITH RECEIVING INSPECTION	N/A		2.5
22	UPDATED SUBMITTAL REGISTRY	MONTHLY	provide a populated submittal registry	18.8	0
23	DAILY REPORTS	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT- WITHIN 24 HOURS	Provide sample for plan	18.11	0.5
32	INSPECTION & TEST REPORT FORMS	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT AND WITHIN 24 HOURS OF TEST COMPLETION	provide samples in plan	18.12	2.0
34	AUDIT FINDINGS	2 WEEKS AFTER RECEIPT	N/A	18.14	1
10	NON-CONFORMANCE REPORTS	2 WEEKS AFTER RECEIPT	Provide samples in plan	18.15	1.5
14	DETAILED SCHEDULE OF WORK- INCLUDE QC INSPECTIONS & TESTS	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT- THEN UPDATED WEEKLY	provide sample in plan		0

Each Section is worth 2.5 points. An overall feasibility of the plan another 12.5 points

ITEM #	DESCRIPTION	FREQUENCY	For conditional approval	EXHIBIT	SCORE
15	INSPECTION CHECKLISTS	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT-WITHIN 24 HOURS OF ACTIVITIES	Provide samples	18 12	2
20	INSPECTION FORMS	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	provide samples in plan - include bolt & weld maps	18 12	2
21	INSTALLATION SIGN OFFS	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT-WITHIN 24 HOURS OF ACTIVITIES	provide samples in plan	18 12	2
24	RECEIVING INSPECTION REPORTS	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT-WITHIN 24 HOURS OF ACTIVITIES	NA	18 18	2.5
25	POSITIVE MATERIAL LIST	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT	NA	18 17	2.5
26	SHOP DRAWING LIST	MONTHLY	Provide Sample		2.5
27	STORAGE MAINTENANCE PROCEDURE	30 DAYS PRIOR TO DELIVERY			2.5
28	CALIBRATION LOG	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT-WITHIN 2 WEEKS OF ACTIVITIES	N/A	18 18	2
29	SIGN OFF LETTER	14 CALENDAR DAYS PRIOR TO EXECUTION OF CONTRACT(SAMPLE) AND THEN AT COMPLETION OF TASK	provide sample		0
30	CERTIFICATES OF COMPLIANCE	14 DAYS PRIOR TO EXECUTION IN QCP THEN PRIOR TO DELIVERY	provide sample in plan	18 19	0
31	O&M LOG	14 DAYS PRIOR TO EXECUTION	provide sample	18 20	0
33	TRAINING LOG	14 DAYS PRIOR TO EXECUTION	N/A	18 20	2
				FEASABILITY SCORE	12
				TOTAL SCORE ASSESSMENT	97.5

Company



Reviewer Ernest Morrissey DATE: 2/24/09

Supervisor Tom Tyler DATE: 2/26/09

Each Section is worth 2.5 points. An overall feasibility of the plan another 12.5 points

Article Score Card 18 Item 13

Internal / External Audit Schedule

Provide Sample

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
--	-----	-------	-------

Advanced Certified Erector—Audit Checklist

Application Criteria (Ap)

Company	Application review date	Reviewer
Ap1, (C) R.D.5		
Is there a project listing as required by the Application and Auditing Procedure?	<input type="checkbox"/>	<input type="checkbox"/>
Ap2, (C) R.D.3, 3.2, 6.1.3.2		
Are there job descriptions for positions within the organization?	<input type="checkbox"/>	<input type="checkbox"/>
Ap3, (C) R.D.4, 3.3, 6.1.3.3		
Is there biographical information for all key personnel?	<input type="checkbox"/>	<input type="checkbox"/>
Ap4, (C) 5.2.1, 5.2.2		
Does the applicant have a documented safety program?	<input type="checkbox"/>	<input type="checkbox"/>
Ap5, (C) R.D.1, 5.2.2, 5.2.3		
Is there a corporate policy stating safety goals?	<input type="checkbox"/>	<input type="checkbox"/>
Ap6, (NC) R.D.9		
Is there a statement of Workers' Compensation modification factor?	<input type="checkbox"/>	<input type="checkbox"/>
The safety program shall include but not be limited to the following seven procedures:		
Ap7, (C) R.D.7.2.i, 8.1.1		
Is there a procedure for rivet removal?	<input type="checkbox"/>	<input type="checkbox"/>
Ap8, (C) R.D.7.2.g, 7.2.1.1, 7.2.1.2		
Is there a lock out/tag out program?	<input type="checkbox"/>	<input type="checkbox"/>
Ap9, (C) R.D.7.2.c, 7.2.1.1, 7.2.1.2		
Is there a procedure for control of protection of openings?	<input type="checkbox"/>	<input type="checkbox"/>
Ap10, (C) R.D.7.2.a, 7.2.1.1, 7.2.1.2, 7.2.2		
Is there a procedure for fall protection?	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
Ap11, (C) R.D.7.2.d, 7.2.1.1, 7.2.1.2, 7.2.2			
Is there a procedure for defining the use of personal protective equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ap12, (C) R.D.7.2.h, 7.5			
Is there a procedure for periodic inspection of equipment, particularly lifting equipment (specifically lifting beams, cranes and rigging equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ap13, (C) 3.9, 7.2.1.1, 7.2.1.2, 7.2.2, 7.2.3			
Is there a procedure to use in preparing a Project Specific Safety Plan as defined in the Program Guidelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ap14, (C) 3.8, 7.3			
Is there a procedure to use in preparing a Project Specific Erection Plan as defined in the Program Guidelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ap15, (C) R.D.1, 6.1.1, 6.1.2			
Is there a corporate policy stating quality goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ap16, (C) R.D.7.1.b			
Is there a bolt installation procedure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ap17, (C) R.D.7.1.a			
Are representative weld procedures submitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ap18, (C) R.D.8, 7.5			
Is there a list of erection equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ap19, (C) R.D.7.1.d, 7.2.2, 8.3.1			
Is there a Non-Conformance Procedure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ap20, (C) R.D.2, 6.1.3, 6.1.3.1			
Is there an organization chart showing general office and site supervision and staff with lines defining authority and communication?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
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Management Criteria (Mg)

Company	date	auditor	location

Mg1, (C) R.D.7.1.c, R.D.7.2b, 3.8, 3.9, 7.2, 7.3 Are Project Specific Erection Plan, Project Specific Safety Plan available for a selected sample of projects on the project listing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg2, (C) 6.1.4, 6.1.7 Does management review project safety and quality requirements prior to the start of erection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg3, (C) R.D.3, R.D.4, 5.1 Does applicant have an individual on staff assigned to safety functions? Note: the individual may perform other functions in addition to the duties related to safety.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg4, (C) 5.1, 7.2.2 Does applicant have documented training for both supervisory and hourly personnel on their internal safety procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg5, (NC) 6.1.6, 7.4 Does applicant have records of craft workers involved in ongoing training courses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg6, (C) R.D.7.2c, 6.1.6, 7.2.2 Is training conducted and documented on what constitutes perimeter and hole protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg7, (C) R.D.7.2.a, 6.1.6, 7.2.2 Is fall hazard training conducted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg8 (C) R.D.7.1.c, 6.1.6, 7.2.2 Is Multiple Lift rigging training conducted as appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg9, (C) 6.1.6, 7.2.2 Is Connector Procedures training conducted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg10, (NC) 6.1.6 Does applicant have a record of the craft workers who are certified	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
welders?			
Mg11, (C) 5.1			
Does executive management receive safety reports per a written procedure from each job site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg12, (NC) R.D.9, 5.1			
Does applicant keep OSHA recordable incidence rate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg13, (NC) 6.1.7, 8.3.2			
If applicant purchases items such as, but not limited to, field bolts, weld wire, flux, fabrications,, paint, etc., are these items ordered per the applicable specifications called for in the contract documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg14, (C) 5.1			
Are records kept of daily/weekly/monthly safety checks as may be required in the various safety procedures of the company?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg15, (C) R.D.3, R.D.4, 6.1.7, 8.2.1			
Is there a graduate engineer on staff or available on a contract basis to provide guidance on engineering matters for the company? (The company may employ consultants for specific projects or established procedures to supplement the staff-engineering requirement.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg16, (NC) 8.2.2			
If welding is required, is a competent welding technician(such as a CWI) employed by the applicant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg17, (NC)			
If utilized or required by contract, are testing service personnel qualified in accordance with SNT TC1-A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg18, (NC) 6.1.4, 8.2.4			
Are production meetings held on a regular basis by general management to evaluate, plan, and communicate schedule requirements with affected personnel?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg19, (NC) 6.1.7			
Does the applicant have a procedure to assess the scope of project work prior to submitting a bid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
Mg20, (NC) 7.3, 8.2.5			
Are erection requirements (such as adjustments, erection aids, delivery sequencing and similar items) reviewed between the erector and the fabricator to allow adjustments to be incorporated into subsequent shop detail drawings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg21, (NC) 8.2.6, 8.3.2			
In the event the applicant is the prime contractor, are procedures in place to evaluate whether fabrication (including machining castings, galvanizing etc.) is furnished in accordance with the contract documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg22, (C) R.D.7.2.i, 8.1.1			
Is there a procedure for rivet removal? Does the company have a training program for personnel on jobs with substantial rivets to be removed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg23, (C) R.D.7.2.e, 8.1.2, 8.2.7			
Does the company have a lead exposure procedure? Is periodic testing documented? Are written records available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg24, (C) 8.28			
Are there procedures to identify and deal with fume, smoke and dust.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg25, (C) 7.3, 8.2.9			
When jacking is required, are jacking procedures in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mg26, (NC)			
Does the applicant have a procedure in place to record incremental costs as those costs are being incurred during the course of performance of project work, and to compare those costs with budgeted costs for the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
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Operations Criteria (site #1)

Company	Date	Auditor	Location
Persons Interviewed	% Complete	Weather conditions	Project tonnage

Op 1, (C) 5.2.1 Are job superintendents and foremen knowledgeable and conversant in the requirements of the company safety manual?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op2, (C) R.D.1, 5.2.2 Are personnel aware of the corporate safety policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op3, (C) 5.1, 5.2.1 Are all accidents reported to Executive Management?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op4, (C) 5.1, 5.2.1 Does applicant hold a safety meeting on the site per their documented safety plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op5, (C) 5.1, 5.2.1 Is there evidence of safety orientation for newly hired workers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op6, (C) 5.1, 8.3.5 Are MSDS available to the workers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op7, (C) 5.1 Is there a first aid/safety station available and is emergency response accessible?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op8, (C) R.D.7.1.c, 7.3 Is the Project Specific Erection Plan being implemented and communicated in the field?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op9, (C) 7.2.2 Does the applicant assign safety responsibilities on the site to a specific individual?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
Op10, (C) R.D.7.2.c, 5.2.1, 7.2.1.2, 7.2.2 Is there evidence, and are there records that perimeters and opening are protected?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op11, (C) R.D.7.2.a, 5.2.1, 7.2.1.2, 7.2.2 Are fall protection practices periodically monitored and recorded by a person trained in fall protection and authorized to require corrections as needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op12, (NC) 7.4 Are a complete set of erection drawings and shop detail drawings maintained at the job site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op13, (NC) 4, 6.1.6, 7.1 Are job site superintendents and foremen conversant with current workmanship requirements such as those contained in AWS, AREMA, AISC, or other specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op14, (C) 7.4 Are specifications or a summary of specs and special instructions kept on site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op15, (NC) 7.4 Is there a procedure at the job site for processing revised and voided drawings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op16, (C) 4, 6.1.6, 7.1, 7.3 Is there a specific person at the site responsible for structure stability/erection bracing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op17, (C) R.D.7.1.c, 3.8, 7.3 Is the stability provision of the Project Specific Erection Plan being effectively implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op18, (NC) Is there a record of an anchor bolt survey?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
Op20 (C)			
Does the erector have records to demonstrate that he proceeds with erection only after receiving contractors notification to proceed after concrete has sufficiently cured and that anchor rods, if modified, have the approval of the EOR (engineer of record).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op21, (C) 4, 6.1.6			
Is a specific person responsible at each job site for the hoisting of materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op22, (C) 7.5			
Are there records of preventive maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op23, (C) R.D.7.1.c, 3.8, 7.3			
Is there evidence that critical lifts have been controlled in accordance with the Project Specific Erection Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op24, (C) 4, 6.1.6			
Are crane operators CCO certified or equivalently trained and/or experienced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op25, (NC) 7.5			
Is there a list of all the equipment sent to the job site by the equipment manager or foreman?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op26, (C) R.D.7.2.h			
Is there a functioning procedure for maintenance of equipment that includes inspections on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op28, (NC) 7.3			
Are proper and adequate tools, power and compressed air available and in use to perform the tasks described in the SSPP and performed on the site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op29, (C) R.D.7.1.b, 4, 6.1.6			
Have qualified personnel been assigned the responsibility of bolting and welding joints in accordance with applicable specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op30, (C) R.D.7.1.b, 6.1.3, 7.4			
Are written bolt tightening procedures understood by supervision and the bolting crews and available for employees performing the bolting? Is there	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
evidence that the procedures are being followed?			
Op31, (C) 7.4			
Has the person responsible for bolting or welding of joints implemented a procedure to verify that connections are made to a specific sequencing plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op32, (NC)			
Does the erector have hole making equipment at the job site which allows holes to be made in accordance with the plans and specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op33, (C) 4, 6.1.6			
Are welders qualified per AWS D1.1 or D1.5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op34, (C) 6.1.6, 7.4			
Do welders understand, comply with, and check their welds to the workmanship and technique requirements of AISC, AWS or other requirements specified by contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op35, (C) 7.4			
Are flux and rod ovens adequate and close enough to where the work is being performed and are they operating per the latest AWS requirements? (May be NA if no welding.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op36, (C) 6.1.6			
Is there a record of training of aerial lift operators?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op37, (C) R.D.7.2.g			
Is there evidence that the lock out tag out program is used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op38, (NC) 8.3.1			
Are requests for information necessary to resolve discrepancies and variations from contract requirements documented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op39, (NC) 8.3.2			
In the event the applicant purchases weld wire, steel material, paint, etc., are the manufacturer's test reports or certificates of compliance on file at the location where the material is being utilized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
Op40, (NC) 8.3.3 Have controls been established to monitor the receipt of incoming material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op41, (C) R.D.7.1.c, 3.8, 7.3 Are there procedures in place to control 'capacity' lifts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op42, (NC) 7.4, 8.3.4 Is there a record indicating that lines and grades have been checked and controlled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op43, (C) R.D.7.1.a, 7.4 Are written welding procedures (signed by the responsible company representative) in close proximity to and used by the welders? (May be NA if no welding.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op44, (NC) 6, 6.1.3, 6.1.4 Is a quality control program in effect to allow management to assess whether work is being performed according to specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op45, (NC) R.D.7.1.d, 6.1.3, 7.2.2, 7.4 Is there a functioning written procedure for the correction of non-conforming material or work in process?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op46, (C) 8.2.1 Is there a structural engineer on staff or available on a regular basis to address temporary shoring or false work needs and other engineering requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op47, (C) 8.3.5 Does the company have a Hazardous Material Communication training program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
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Operations Criteria (site #2)

Company	Date	Auditor	Location
Persons interviewed	% Complete	Weather conditions	Project tonnage

Op1, (C) 5.2.1 Are job superintendents and foremen knowledgeable and conversant in the requirements of the company safety manual?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op2, (C) R.D.1, 5.2.2 Are personnel aware of the corporate safety policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op3, (C) 5.1, 5.2.1 Are all accidents reported to management?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op4, (C) 5.1, 5.2.1 Does applicant hold a safety meeting on the site per their documented safety plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op5, (C) 5.1, 5.2.1 Is there evidence of safety orientation for newly hired workers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op6, (C) 5.1, 8.3.5 Are MSDS available to the workers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op7, (C) 5.1 Is there a first aid/safety station available and is emergency response accessible?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op8, (C) R.D.7.1.c, 7.3 Is the Project Specific Erection Plan being implemented and communicated in the field?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op9, (C) 7.2.2 Does the applicant assign safety responsibilities on the site to a specific individual?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
Op10, (C) R.D.7.2.c, 5.2.1, 7.2.1.2, 7.2.2			
Is there evidence, and are there records that perimeters and opening are protected?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op11, (C) R.D.7.2.a, 5.2.1, 7.2.1.2, 7.2.2			
Are fall protection practices periodically monitored and recorded by a person trained in fall protection and authorized to require corrections as needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op12, (NC) 7.4			
Are a complete set of erection drawings and shop detail drawings maintained at the job site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op13, (NC) 4, 6.1.6, 7.1			
Are job site superintendents and foremen conversant with current workmanship requirements such as those contained in AWS, AREMA, AISC, or other specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op14, (C) 7.4			
Are specifications or a summary of specs and special instructions kept on site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op15, (NC) 7.4			
Is there a procedure at the job site for processing revised and voided drawings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op16, (C) 4; 6.1.6, 7.1, 7.3			
Is there a specific person at the site responsible for structure stability/erection bracing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op17, (C) R.D.7.1.c, 3.8, 7.3			
Is the stability provision of the Project Specific Erection Plan being effectively implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op18, (NC)			
Is there a record of an anchor bolt survey?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

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Op19, (C)			
Does the erector have records to demonstrate that he proceeds with erection only after receiving contractors notification to proceed after concrete has sufficiently cured and that anchor rods, if modified, have the approval of the EOR (engineer of record).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op20, (C) 4, 6.1.6			
Is a specific person responsible at each job site for the hoisting of materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op21, (C) 7.5			
Are there records of preventive maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op22, (C) R.D.7.1.c, 3.8, 7.3			
Is there evidence that critical lifts have been controlled in accordance with the Project Specific Erection Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op23, (C) 4, 6.1.6			
Are crane operators CCO certified or equivalently trained and/or experienced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op24, (NC) 7.5			
Is there a list of all the equipment sent to the job site by the equipment manager or foreman?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op25, (C) R.D.7.2.h			
Is there a functioning procedure for maintenance of equipment that includes inspections on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op26, (NC) 7.3			
Are proper and adequate tools, power and compressed air available and in use to perform the tasks described in the SSPP and performed on the site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op27, (C) R.D.7.1.b, 4, 6.1.6			
Have qualified personnel been assigned the responsibility of bolting and welding joints in accordance with applicable specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op28, (C) R.D.7.1.b, 6.1.3, 7.4			
Are written bolt tightening procedures understood by supervision and the bolting crews and available for employees performing the bolting? is there	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
evidence that the procedures are being followed?			
Op29, (C) 7.4 Has the person responsible for bolting or welding of joints implemented a procedure to verify that connections are made to a specific sequencing plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op30, (NC) Does the erector have hole making equipment at the job site which allows holes to be made in accordance with the plans and specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op31, (C) 4, 6.1.6 Are welders qualified per AWS D1.1 or D1.5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op32, (C) 6.1.6, 7.4 Do welders understand, comply with, and check their welds to the workmanship and technique requirements of AISC, AWS or other requirements specified by contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op33, (C) 7.4 Are flux and rod ovens adequate and close enough to where the work is being performed and are they operating per the latest AWS requirements? (May be NA if no welding.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op34, (C) 6.1.6 Is there a record of training of aerial lift operators?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op35, (C) R.D.7.2.g Is there evidence that the lock out tag out program is used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op36, (NC) 8.3.1 Are requests for information necessary to resolve discrepancies and variations from contract requirements documented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op37, (NC) 8.3.2 In the event the applicant purchases weld wire, steel material, paint, etc., are the manufacturer's test reports or certificates of compliance on file at the location where the material is being utilized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Advanced Certified Erector—Audit Checklist

	SAT	UNSAT	CNSRN
Op38, (NC) 8.3.3			
Have controls been established to monitor the receipt of incoming material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op39, (C) R.D.7.1.c, 3.8, 7.3			
Are there procedures in place to control 'capacity' lifts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op40, (NC) 7.4, 8.3.4			
Is there a record indicating that lines and grades have been checked and controlled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op41, (C) R.D.7.1.a, 7.4			
Are written welding procedures (signed by the responsible company representative) in close proximity to and used by the welders? (May be NA if no welding.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op42, (NC) 6, 6.1.3, 6.1.4			
Is a quality control program in effect to allow management to assess whether work is being performed according to specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op43, (NC) R.D.7.1.d, 6.1.3, 7.2.2, 7.4			
Is there a functioning written procedure for the correction of non-conforming material or work in process?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op44, (C) 8.2.1			
Is there a structural engineer on staff or available on a regular basis to address temporary shoring or false work needs and other engineering requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Op45, (C) 8.3.5			
Does the company have a Hazardous Material Communication training program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DCM JOBSITE FIELD FILES

1.) Bolt Certs and MTRs

- 1.1) Bolt Location list
- 1.2) Bolt Procedures
- 1.3) Bolt Received Shippers
- 1.4) Bolt Testing
- 1.5) Bolt MTR
- 1.6) Skidmore
- 1.7) Others

2.) Crane & Derrick Permits

- Department of Building (DOB)
- Department of Transportation (DOT)
- MT Reports
- Pre-Assembly Inspection
- Plumb and Torque Reports
- New Protocols for Erection, Dismantling, and Jumping of Tower Cranes
 - Safety Coordination Meeting
 - Notification of Safety Coordination Meeting
 - Safety Coordination Meeting Topic
 - Inspection and Certification by Engineer of Record
 - Submission of Plans for Raising and Lowering crane
 - Use of Nylon Straps
 - Safety Coordination Meeting Log

3.) Crane Maintenance Records

4.) Crane Capacity Charts

5.) Critical Picks

- Forms, Plans, and reports

6.) Daily Reports

7.) Decking

8.) Drawings and Specifications

- 8.1) Erection Drawing Logs
- 8.2) Shop Drawing Logs
- 8.3) Transmittals
- 8.4) Others

9.) Erection Aids and Rigging

10.) Equipment and Equipment Maintenance List

11.) Generators

12.) Erection Procedures

13.) Fire Department Permits and Individual Licenses.

- 13.1) Acetylene/ Oxygen
- 13.2) Burning
- 13.3) Diesel
- 13.4) Propane Storage
- 13.5) Individual Licenses
- 13.6) Others

14.) QA/QC

- 14.1) Deficiency Reports
- 14.2) FPNs (Field Problem Notification) nonconformance reports
- 14.3) Punch List
- 14.4) QA/QC Plan
- 14.5) Others

15.) Meetings

- 15.1) Special meetings
- 15.2) Weekly Site Coordination Meetings
- 15.3) Others

16.) Operating Engineers/Master Riggers

- 16.1 CCO
- 16.2 NYC
- 16.3 Master Rigger

17.) Painting

18.) Rentals

19.) Schedules

20.) Surveys

- 19.1) Anchor bolts
- 19.2) Cambers
- 19.3) Columns
- 19.4) Others

21.) Tools and Tool list

22.) Safety

- 22.1) Accidents
- 22.2) Accident Reports and Investigations
- 22.3) Anchor Bolts and Concrete in Subpart R Compliance Letter
- 22.4) Fire Watch Certs
- 22.5) First Aid and CPR Certs
- 22.6) New Hire Orientation Records
- 22.7) OSHA
- 22.8) OSHA-10 & OSHA-30 Certs
- 22.9) Owner Controlled Insurance OCIP
- 22.10) Owner Safety meeting
- 22.11) Scaffolding Certificates and Permits
- 22.12) Site Specific Plan
- 22.13) Subpart R Training
- 22.14) Weekly Forman Safety Meeting
- 22.15) Others

23.) Subcontractors

- 23.1) Decking
- 23.2) Painting
- 23.3) Others

24.) Welding

- 24.1) Individual Welder Certifications and License
- 24.2) Weld Consumables Certificates
- 24.3) Weld Equipment
- 24.4) Weld Procedure
- 24.5) Others

Article Score Card 18 Item 14

**Detailed schedule of Work- Include
QC Inspections and Testing**

Provide Sample in Plan.

APPENDIX Q**QUALITY ASSURANCE PLAN****Q1. SCOPE**

Quality control (QC) and quality assurance (QA) shall be provided as specified in this Section.

Q2. INSPECTION AND NONDESTRUCTIVE TESTING PERSONNEL

Visual welding inspection and nondestructive testing (NDT) shall be conducted in accordance with a written practice by personnel qualified in accordance with Appendix W.

User Note: Appendix W, Section W3 contains items to be considered in determining the qualification requirements for welding inspectors and NDT technicians.

Bolting inspection shall be conducted in accordance with a written practice by qualified personnel.

Q3. CONTRACTOR DOCUMENTS

The following documents shall be submitted for review by the engineer of record or designee, prior to fabrication or erection, as applicable:

- (1) Shop drawings
- (2) Erection drawings
- (3) Welding Procedure Specifications (WPS), which shall specify all applicable essential variables of AWS D1.1 and the following, as applicable
 - (a) power source (constant current or constant voltage)
 - (b) for demand critical welds, electrode manufacturer and trade name
- (4) Copies of the manufacturer's typical certificate of conformance for all electrodes, fluxes and shielding gasses to be used. Certificates of conformance shall satisfy the applicable AWS A5 requirements.
- (5) For demand critical welds, applicable manufacturer's certifications that the filler metal meets the supplemental notch toughness requirements, as applicable. Should the filler metal manufacturer not supply such supplemental certifications, the contractor shall have the necessary testing performed and provide the applicable test reports.

- (6) Manufacturer's product data sheets or catalog data for SMAW, FCAW and GMAW composites (cored) filler metals to be used. The data sheets shall describe the product, limitations of use, recommended or typical welding parameters, and storage and exposure requirements, including baking, if applicable.

The following documents shall be available for review by the engineer of record or designee prior to fabrication or erection, as applicable, unless specified to be submitted:

- (1) Material test reports for structural steel, bolts, shear connectors, and welding materials
- (2) Inspection procedures
- (3) Nonconformance procedure
- (4) Material control procedure
- (5) Bolt installation procedure
- (6) Welder performance qualification records (WPQR), including any supplemental testing requirements
- (7) QC Inspector qualifications

Q4. QUALITY ASSURANCE AGENCY DOCUMENTS

The agency responsible for *quality assurance* shall submit the following documents to the *authority having jurisdiction*, the engineer of record, and the owner or owner's designee:

- (1) QA agency's written practices for the monitoring and control of the agency's operations. The written practice shall include:
 - (a) The agency's procedures for the selection and administration of inspection personnel, describing the training, experience and examination requirements for qualification and certification of inspection personnel, and
 - (b) The agency's inspection procedures, including general inspection, material controls, and visual welding inspection
- (2) Qualifications of management and QA personnel designated for the project
- (3) Qualification records for Inspectors and NDT technicians designated for the project
- (4) NDT procedures and equipment calibration records for NDT to be performed and equipment to be used for the project
- (5) Daily or weekly inspection reports
- (6) Nonconformance reports

Q5. INSPECTION POINTS AND FREQUENCIES

Inspection points and frequencies of quality control (QC) and quality assurance (QA) tasks and documentation for the *seismic load resisting system (SLRS)* shall be as provided in the following tables.

The following entries are used in the tables:

Observe (O) - The inspector shall observe these functions on a random, daily basis. Welding operations need not be delayed pending observations.

Perform (P) - These inspections shall be performed prior to the final acceptance of the item. Where a task is noted to be performed by both QC and QA, it shall be permitted to coordinate the inspection function between QC and QA so that the inspection functions need be performed by only one party. Where QA is to rely upon inspection functions performed by QC, the approval of the engineer of record and the *authority having jurisdiction* is required.

Document (D) - The inspector shall prepare reports indicating that the work has been performed in accordance with the contract documents. The report need not provide detailed measurements for joint fit-up, WPS settings, completed welds, or other individual items listed in the Tables in Sections Q5.1, Q5.3, or Q5.4. For shop fabrication, the report shall indicate the piece mark of the piece inspected. For field work, the report shall indicate the reference grid lines and floor or elevation inspected. Work not in compliance with the contract documents and whether the noncompliance has been satisfactorily repaired shall be noted in the inspection report.

Q5.1. Visual Welding Inspection

Visual inspection of welding shall be the primary method used to confirm that the procedures, materials, and workmanship incorporated in construction are those that have been specified and approved for the project. As a minimum, tasks shall be as follows:

Visual Inspection Tasks Before Welding	QC		QA	
	Task	Doc.	Task	Doc.
Material Identification (Type/Grade)	O	-	O	-
Fit-up of Groove Welds (including joint geometry)	P/O**	-	O	-
- Joint preparation				
- Dimensions (alignment, root opening, root face, bevel)				
- Cleanliness (condition of steel surfaces)				
- Tacking (tack weld quality and location)				
- Backing type and fit (if applicable)				
Configuration and finish of access holes	O	-	O	-
Fit-up of Fillet Welds	P/O**	-	O	-
- Dimensions (alignment, gaps at root)				
- Cleanliness (condition of steel surfaces)				
- Tacking (tack weld quality and location)				
** Following performance of this inspection task for ten welds to be made by a given welder, with the welder demonstrating adequate understanding of requirements and possession of skills and tools to verify these items, the Perform designation of this task shall be reduced to Observe, and the welder shall perform this task. Should the inspector determine that the welder has discontinued adequate performance of this task, the task shall be returned to Perform until such time as the inspector has reestablished adequate assurance that the welder will perform the inspection tasks listed.				

Visual Inspection Tasks During Welding	QC		QA	
	Task	Doc.	Task	Doc.
WPS followed	O	-	O	-
- Settings on welding equipment				
- Travel speed				
- Selected welding materials				
- Shielding gas type/flow rate				
- Preheat applied				
- Interpass temperature maintained (min./max.)				
- Proper position (F, V, H, OH)				
- Intermix of filler metals avoided unless approved				
Use of qualified welders	O	-	O	-
Control and handling of welding consumables	O	-	O	-
- Packaging				
- Exposure control				
Environmental conditions	O	-	O	-
- Wind speed within limits				
- Precipitation and temperature				
Welding techniques	O	-	O	-
- Interpass and final cleaning				
- Each pass within profile limitations				
- Each pass meets quality requirements				
No welding over cracked tacks	O	-	O	-

Visual Inspection Tasks After Welding	QC		QA	
	Task	Doc.	Task	Doc.
Welds cleaned	O	--	O	--
Welder identification legible	O	--	O	--
Verify size, length, and location of welds	O	--	O	--
Visually inspect welds to acceptance criteria	P	D	P	D
- Crack prohibition				
- Weld/base-metal fusion				
- Crater cross-section				
- Weld profiles				
- Weld size				
- Undercut				
- Porosity	P	D	P	D
Placement of reinforcement fillets				
Backing bars removed and weld tabs removed and finished (if required)	P	D	P	D
Repair activities	P	--	P	D

Q5.2. Nondestructive Testing (NDT) of Welds

Nondestructive testing of welds shall be performed by quality assurance personnel.

(1) Procedures

Ultrasonic testing shall be performed by QA according to the procedures prescribed in Appendix W, Section W4.1.

Magnetic particle testing shall be performed by QA according to the procedures prescribed in Appendix W, Section W4.2.

(2) Required NDT

(a) k-Area NDT

When welding of doubler plates, continuity plates, or stiffeners has been performed in the k-area, the web shall be tested for cracks using magnetic particle testing (MT). The MT inspection area shall include the k-area base metal within 3 in. (75 mm) of the weld.

(b) CJP Groove Weld NDT

Ultrasonic testing shall be performed on 100 percent of CJP groove welds in materials $\frac{5}{16}$ in. (8 mm) thick or greater. Ultrasonic testing in materials less than $\frac{5}{16}$ in. (8 mm) thick is not required. Magnetic particle testing shall be performed on 25 percent of all beam-to-column CJP groove welds.

(c) Base Metal NDT for Lamellar Tearing and Laminations

After joint completion, base metal thicker than $1\frac{1}{2}$ in. (38 mm) loaded in tension in the through-thickness direction in tee and corner joints, where the connected material is greater than $\frac{1}{4}$ in. (19 mm)

and contains CJP groove welds, shall be ultrasonically tested for discontinuities behind and adjacent to the fusion line of such welds. Any base metal discontinuities found within $t/4$ of the steel surface shall be accepted or rejected on the basis of criteria of AWS D1.1 Table 6.2, where t is the thickness of the part subjected to the through-thickness strain.

(d) Beam Cope and Access Hole NDT

At welded splices and connections, thermally cut surfaces of beam copes and access holes shall be tested using magnetic particle testing or penetrant testing, when the flange thickness exceeds $1\frac{1}{2}$ in. (38 mm) for rolled shapes, or when the web thickness exceeds $1\frac{1}{2}$ in. (38 mm) for built-up shapes.

(e) Reduced Beam Section Repair NDT

Magnetic particle testing shall be performed on any weld and adjacent area of the *reduced beam section (RBS)* plastic hinge region that has been repaired by welding, or on the base metal of the RBS plastic hinge region if a sharp notch has been removed by grinding.

(f) Weld Tab Removal Sites

Magnetic particle testing shall be performed on the end of welds from which the weld tabs have been removed, except for continuity plate weld tabs.

(g) Reduction of Percentage of Ultrasonic Testing

The amount of ultrasonic testing is permitted to be reduced if approved by the engineer of record and the *authority having jurisdiction*. The nondestructive testing rate for an individual welder or welding operator may be reduced to 25 percent, provided the reject rate is demonstrated to be 5 percent or less of the welds tested for the welder or welding operator. A sampling of at least 40 completed welds for a job shall be made for such reduction evaluation. Reject rate is the number of welds containing rejectable defects divided by the number of welds completed. For evaluating the reject rate of continuous welds over 3 ft (1 m) in length where the effective throat thickness is 1 in. (25 mm) or less, each 12 in. (300 mm) increment or fraction thereof shall be considered as one weld. For evaluating the reject rate on continuous welds over 3 ft (1 m) in length where the effective throat thickness is greater than 1 in. (25 mm), each 6 in. (150 mm) of length or fraction thereof shall be considered one weld.

(h) Reduction of Percentage of Magnetic Particle Testing

The amount of MT on CJP groove welds is permitted to be reduced if approved by the engineer of record and the authority having jurisdiction. The MT rate for an individual welder or welding operator may be

reduced to 10 percent, provided the reject rate is demonstrated to be 5 percent or less of the welds tested for the welder or welding operator. A sampling of at least 20 completed welds for a job shall be made for such reduction evaluation. Reject rate is the number of welds containing rejectable defects divided by the number of welds completed. This reduction is not permitted on welds in the *k*-area, at repair sites, weld tab and backing removal sites and access holes.

(3) Documentation

All NDT performed shall be documented. For shop fabrication, the NDT report shall identify the tested weld by piece mark and location in the piece. For field work, the NDT report shall identify the tested weld by location in the structure, piece mark, and location in the piece.

Q5.3. Inspection of Bolting

Observation of bolting operations shall be the primary method used to confirm that the procedures, materials, and workmanship incorporated in construction are those that have been specified and approved for the project. As a minimum, the tasks shall be as follows:

Inspection Tasks Prior to Bolting	QC		QA	
	Task	Doc.	Task	Doc.
Proper bolts selected for the joint detail	O	-	O	-
Proper bolting procedure selected for joint detail	O	-	O	-
Connecting elements are fabricated properly, including the appropriate faying surface condition and hole preparation, if specified, meets applicable requirements	O	-	O	-
Pre-installation verification testing conducted for fastener assemblies and methods used	P	D	O	D
Proper storage provided for bolts, nuts, washers, and other fastener components	O	-	O	-

Inspection Tasks During Bolting	QC		QA	
	Task	Doc.	Task	Doc.
Fastener assemblies placed in all holes and washers (if required) are properly positioned	O	-	O	-
Joint brought to the snug tight condition prior to the pretensioning operation	O	-	O	-
Fastener component not turned by the wrench prevented from rotating	O	-	O	-
Bolts are pretensioned progressing systematically from most rigid point toward free edges	O	-	O	-

Inspection Tasks After Bolting	QC		QA	
	Task	Doc.	Task	Doc.
Document accepted and rejected connections	P	D	P	D

Q5.4. Other Inspections

Where applicable, the following inspection tasks shall be performed:

Other Inspection Task	QC		QA	
	Task	Doc	Task	Doc.
Reduced beam section (RBS) requirements, if applicable				
- contour and finish	P	D	P	D
- dimensional tolerances				
Protected zone - no holes and unapproved attachments made by contractor	P	D	P	D

Article Score Card 18 Item 16

Weld Procedures

Provide Sample Procedures

DCM ERECTORS Inc.

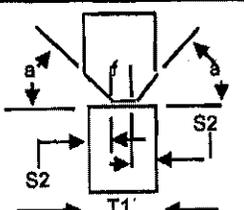
110 EAST 42nd ST.

NEW YORK NY 10017

Phone (212) 599-1603

Fax (212) 599-1615

Welding Procedure Specification

WPS No. <u>WTC-FCAW - PP-5-D</u>	Revision <u>0</u>	Date <u>9/25/2008</u>	By <u>F.HENDRIX</u>
Authorized by <u>R. MAHONEY</u>	Date <u>9/25/2008</u>	Prequalified <input checked="" type="checkbox"/>	
Welding Process(es) <u>FCAW</u>		Type: Manual <input type="checkbox"/>	Machine <input type="checkbox"/> Semi-Auto <input checked="" type="checkbox"/> Auto <input type="checkbox"/>
Supporting PQR(s) <u>TABLE 4.5 AWS D1.1 2006</u>			
JOINT <u>BTC-P5-GF</u> Type <u>DOUBLE BEVEL GROOVE (S)(B)(T)(C)</u> Backing Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Single Weld <input type="checkbox"/> Double Weld <input checked="" type="checkbox"/> Backing Material _____ Root Opening <u>0"</u> Root Face Dimension <u>1/8" MIN.</u> Groove Angle <u>45°</u> Radius (J-U) _____ Back Gouge Yes <input type="checkbox"/> No <input type="checkbox"/> Method _____		S1+S2 = WELD SIZE $R = 0" + 1/8" - 1/16"$ $a = 45° + 10 - 5°$ $f = 1/8" MIN$ 	
Base Metals Material Spec. <u>A992</u> To <u>572</u> Type or Grade <u>Gr 50</u> Gr <u>50</u> Thickness Groove <input checked="" type="checkbox"/> <u>1/2"</u> - <u>U</u> Fillet <input type="checkbox"/> _____ Diameter (Pipe) <u>24"</u> - <u>U</u>		POSITION Position of Groove <u>2-G</u> Fillet _____ Vertical Progression: <input type="checkbox"/> Up <input type="checkbox"/> Down ELECTRICAL CHARACTERISTICS Transfer Mode (GMAW): Short-Circuiting <input type="checkbox"/> Globular <input type="checkbox"/> Spray <input type="checkbox"/> Current: AC <input type="checkbox"/> DCEP <input type="checkbox"/> DCEN <input checked="" type="checkbox"/> Pulsed <input type="checkbox"/> Other _____ Tungsten Electrode (GTAW) Size _____ Type _____	
FILLER METALS AWS Specification <u>A5.20</u> AWS Classification <u>E71T-8</u> <u>ESAB CORESHIELD 8</u>		TECHNIQUE Stringer or Weave Bead <u>BOTH</u> Multi-pass or Single Pass (per side) <u>MULTI</u> Number of Electrodes <u>ONE</u> Electrode Spacing: Longitudinal _____ Lateral Angle _____ Contact Tube to Work Distance <u>0.75</u> Peening <u>NO</u> Interpass Cleaning <u>WIREBRUSH & CHIPPING</u>	
SHIELDING Flux <u>IRON POWDER</u> Composition _____ Electrode-Flux (Class) <u>F4</u> Flow Rate _____ Gas Cup Size _____		PREHEAT Preheat Temp. Min. <u>32</u> Thickness: Up to 3/4" Temperature <u>32</u> Over 3/4" to 1-1/2" <u>50</u> Over 1-1/2" to 2-1/2" <u>150</u> Over 2-1/2" <u>225</u> Interpass Temp., Min. <u>32</u> Max. <u>650</u>	
		POSTWELD HEAT TREATMENT PWHT Required <input type="checkbox"/> Temp. <u>NA</u> Time <u>NA</u>	

WELDING PROCEDURE

Layer/Pass	Process	Filler Metal Class	Diameter	Curr. Type	Amps or WFS	Volts	Travel Speed	Other Notes:
1'	FCAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	Horizontal
2'	FCAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	Horizontal
3'	FCAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	Horizontal

THIS PROCEDURE WAS WRITTEN WITHIN THE ESSENTIAL VARIABLES THAT ARE ALLOWED BY TABLE 4.5 AND MEET THE CRITERIA OF TABLE 3.7 PREQUALIFIED REQUIREMENTS. ALSO THE LIMITATIONS OF SECTION 3.8

THE MIN. ENTERPASS TEMP. SHALL BE MAINTAIN AS THE MIN. PREHEAT TEMP. FOR SIZE AND THICKNESS

THE ELECTRICAL PARAMETERS THAT ARE WRITTEN IN THIS PROCEDURE THE WELDERS SHALL NOT EXCEED.

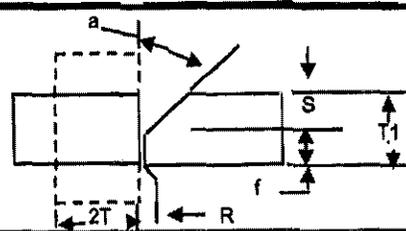
Per AWS D1.1

F. H. HENDRIX

CWI 99080021

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Welding Procedure Specification

WPS No. <u>WTC-FCAW - PP-4-D</u> Revision <u>0</u> Date <u>9/25/2008</u> By <u>F.HENDRIX</u>	
Authorized by <u>R. MAHONEY</u> Date <u>9/25/2008</u> Prequalified <input checked="" type="checkbox"/>	
Welding Process(es) <u>FCAW</u> Type: Manual <input type="checkbox"/> Machine <input type="checkbox"/> Semi-Auto <input checked="" type="checkbox"/> Auto <input type="checkbox"/>	
Supporting PQR(s) <u>TABLE 4.5 AWS D1.1 2008</u>	
JOINT <u>BTC-P4-GF</u> Type <u>SINGLE BEVEL GROOVE (4)(B)(T)(C)</u> Backing Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Single Weld <input type="checkbox"/> Double Weld <input checked="" type="checkbox"/> Backing Material: _____ Root Opening <u>0"</u> Root Face Dimension <u>1/8" MIN.</u> Groove Angle <u>45°</u> Radius (J-U) _____ Back Gouge Yes <input type="checkbox"/> No <input type="checkbox"/> Method _____	 R = 0 = +1/8" - 1/16" a = 45° + 10° - 5° (E) = S f = 1/8" MIN NOT LIMITED
Base Metals Material Spec. <u>A992</u> To <u>572</u> Type or Grade <u>Gr 50</u> <u>Gr 50</u> Thickness Groove <input checked="" type="checkbox"/> <u>1/4"</u> - <u>U</u> Fillet <input checked="" type="checkbox"/> _____ Diameter (Pipe) <u>24"</u> - <u>U</u>	POSITION Position of Groove <u>1-G</u> Fillet _____ Vertical Progression: <input type="checkbox"/> Up <input type="checkbox"/> Down ELECTRICAL CHARACTERISTICS Transfer Mode (GMAW): Short-Circuiting <input type="checkbox"/> Globular <input type="checkbox"/> Spray <input type="checkbox"/> Current: AC <input type="checkbox"/> DCEP <input type="checkbox"/> DCEN <input checked="" type="checkbox"/> Pulsed <input type="checkbox"/> Other _____ Tungsten Electrode (GTAW) Size _____ Type _____
FILLER METALS AWS Specification <u>A5.20</u> AWS Classification <u>E71T-8</u> <u>ESAB CORESHIELD 8</u>	TECHNIQUE Stringer or Weave Bead <u>BOTH</u> Multi-pass or Single Pass (per side) <u>MULTI</u> Number of Electrodes <u>ONE</u> Electrode Spacing: Longitudinal _____ Lateral Angle _____ Contact Tube to Work Distance <u>0.75</u> Peening <u>NO</u> Interpass Cleaning <u>WIREBRUSH & CHIPPING</u>
SHIELDING Flux <u>IRON POWDER</u> Composition _____ Electrode-Flux (Class) <u>F4</u> Flow Rate _____ Gas Cup Size _____	POSTWELD HEAT TREATMENT PWHT Required <input type="checkbox"/> Temp. <u>NA</u> Time <u>NA</u>
PREHEAT Preheat Temp. Min. <u>32</u> Thickness: Up to 3/4" Temperature <u>32</u> Over 3/4" to 1-1/2" <u>50</u> Over 1-1/2" to 2-1/2" <u>150</u> Over 2-1/2" <u>225</u> Interpass Temp., Min. <u>32</u> Max. <u>550</u>	

WELDING PROCEDURE

Layer/Pass	Process	Filler Metal Class	Diameter	Curr. Type	Amps or WFS	Volts	Travel Speed	Other Notes:
1'	FCAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	FLAT
2'	FCAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	FLAT
3'	FCAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	FLAT

THIS PROCEDURE WAS WRITTEN WITHIN THE ESSENTIAL VARIABLES THAT ARE ALLOWED BY TABLE 4.5 AND MEET THE

CRITERIA OF TABLE 3.7 PREQUALIFIED REQUIREMENTS. ALSO THE LIMITATIONS OF SECTION 3.6

THE MIN. ENTERPASS TEMP. SHALL BE MAINTAIN AS THE MIN. PREHEAT TEMP. FOR SIZE AND THICKNESS

THE ELECTRICAL PARAMETERS THAT ARE WRITTEN IN THIS PROCEDURE THE WELDERS SHALL NOT EXCEED.

DCM ERECTORS Inc.

110 EAST 42nd ST.

NEW YORK NY 10017

Phone (212) 599-1603 Fax (212) 599-1615

WTC SITE TOWER 1

Welding Procedure Specification

WPS No. <u>DCM-FAW-CP-5-D</u> Revision <u>0</u> Date <u>9/28/2008</u> By <u>F.HENDRIX</u>	
Authorized by <u>R. MAHONEY</u> Date <u>8/12/2008</u> Prequalified <input checked="" type="checkbox"/>	
Welding Process(es) <u>FAW</u> Type: Manual <input type="checkbox"/> Machine <input type="checkbox"/> Semi-Auto <input checked="" type="checkbox"/> Auto <input type="checkbox"/>	
Supporting PQR(s) <u>TABLE 4.5 AWS D1.1 2008</u>	
JOINT <u>TC-U4b-GF</u> Type <u>Single-bevel groove weld (4) (B)</u> Backing Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Single Weld <input type="checkbox"/> Double Weld <input type="checkbox"/> Backing Material _____ Root Opening <u>0 to 1/8</u> Root Face Dimension <u>0 to 1/8</u> Groove Angle <u>45°</u> Radius (J-U) _____ Back Gouge Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Method _____	<p>R = 0 to -1/8 + 1/16 a = 45° + 10° - 5° f = 0 to 1/8 + 1/16 - 0 not LIMITED</p>
Base Metals Material Spec. <u>A992 TO A992</u> Type or Grade <u>GR. 50 to GR. 50</u> Thickness Groove <input checked="" type="checkbox"/> U _____ U _____ Fillet <input type="checkbox"/> _____ Diameter (Pipe) _____	POSITION Position of Groove <u>1-G</u> Fillet _____ Vertical Progression: <input type="checkbox"/> Up <input type="checkbox"/> Down
FILLER METALS AWS Specification <u>A5.20</u> AWS Classification <u>E71T-8</u> <u>ESAB CORESHIELD 8</u>	ELECTRICAL CHARACTERISTICS Transfer Mode (GMAW): Short-Circuiting <input type="checkbox"/> Globular <input type="checkbox"/> Spray <input type="checkbox"/> Current: AC <input type="checkbox"/> DCEP <input type="checkbox"/> DCEN <input checked="" type="checkbox"/> Pulsed <input type="checkbox"/> Other _____ Tungston Electrode (GTAW) Size _____ Type _____
SHIELDING Flux <u>IRON POWDER</u> Composition _____ Electrode-Flux (Class) <u>F4</u> Flow Rate _____ Gas Cup Size _____	TECHNIQUE Stringer or Weave Bead <u>Both</u> Multi-pass or Single Pass (per side) <u>Multi</u> Number of Electrodes <u>ONE</u> Electrode Spacing: Longitudinal _____ Lateral _____ Angle _____ Contact Tube to Work Distance <u>0.75</u> Peening <u>NO</u> Interpass Cleaning <u>WIREBRUSH & CHIPPING</u>
PREHEAT Preheat Temp. Min. <u>32</u> Thickness: Up to 3/4" Temperature <u>32</u> Over 3/4" to 1-1/2" <u>50</u> Over 1-1/2" to 2-1/2" <u>150</u> Over 2-1/2" <u>225</u> Interpass Temp., Min. <u>32</u> Max. <u>550</u>	POSTWELD HEAT TREATMENT PWHT Required <input type="checkbox"/> Temp. <u>NA</u> Time <u>NA</u>

WELDING PROCEDURE

Layer/Pass	Process	Filler Metal Class	Diameter	Curr. Type	Amps or WFS	Volts	Travel Speed	Other Notes:
1'	FAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	FLAT
2'	FAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	FLAT
3'	FAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	FLAT

THIS PROCEDURE WAS WRITTEN WITHIN THE ESSENTIAL VARIABLES THAT ARE ALLOWED BY TABLE 4.5 AND MEET THE CRITERIA OF TABLE 3.7 PREQUALIFIED REQUIREMENTS. ALSO THE LIMITATIONS OF SECTION 3.6

THE MIN. ENTERPASS TEMP. SHALL BE MAINTAIN AS THE MIN. PREHEAT TEMP. FOR SIZE AND THICKNESS

THE ELECTRICAL PARAMETERS THAT ARE WRITTEN IN THIS PROCEDURE THE WELDERS SHALL NOT EXCEED.

Per AWS D1.1

F. H. HENDRIX

CWI 99080021

DCM ERECTORS Inc.
110 EAST 42nd ST.
NEW YORK NY 10017
Phone (212) 599-1603 Fax (212) 599-1615
WTC SITE TOWER 1
Welding Procedure Specification

WPS No. <u>DCM-FCAW-CP-4-D</u> Revision <u>0</u> Date <u>9/29/2008</u> By <u>F.HENDRIX</u>	
Authorized by <u>R. MAHONEY</u> Date <u>9/29/2008</u> Prequalified <input checked="" type="checkbox"/>	
Welding Process(es) <u>FCAW</u> Type: Manual <input type="checkbox"/> Machine <input type="checkbox"/> Semi-Auto <input checked="" type="checkbox"/> Auto <input type="checkbox"/>	
Supporting PQR(s) <u>TABLE 4.5 AWS D1.1 2006</u>	
JOINT <u>TC-U4a-GF</u> Type <u>Single-bevel groove weld (4) (T) (C)</u> Backing Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Single Weld <input type="checkbox"/> Double Weld <input type="checkbox"/> Backing Material <u>ASTM A36</u> Root Opening <u>1/4"</u> Root Face Dimension _____ Groove Angle <u>45°</u> Radius (J-U) _____ Back Gouge Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Method _____	$R = 1/4 + 1/4 + - 1/16$ $a = 45^\circ + 10^\circ - 5^\circ$
Base Metals Material Spec. <u>992 TO 992</u> Type or Grade <u>GR. 50 to GR. 50</u> Thickness Groove <input checked="" type="checkbox"/> <u>U</u> - <u>U</u> Fillet <input type="checkbox"/> _____ Diameter (Pipe) _____	POSITION Position of Groove <u>1-G</u> Fillet _____ Vertical Progression: <input type="checkbox"/> Up <input type="checkbox"/> Down ELECTRICAL CHARACTERISTICS Transfer Mode (GMAW): Short-Circuiting <input type="checkbox"/> Globular <input type="checkbox"/> Spray <input type="checkbox"/> Current: AC <input type="checkbox"/> DCEP <input type="checkbox"/> DCEN <input checked="" type="checkbox"/> Pulsed <input type="checkbox"/> Other _____ Tungston Electrode (GTAW) Size _____ Type _____
FILLER METALS AWS Specification <u>A5.20</u> AWS Classification <u>E71T-8</u> <u>ESAB CORESHIELD 8</u>	TECHNIQUE Stringer or Weave Bead <u>Both</u> Multi-pass or Single Pass (per side) <u>Multi</u> Number of Electrodes <u>ONE</u> Electrode Spacing: Longitudinal _____ Lateral Angle _____ Contact Tube to Work Distance <u>0.75</u> Peening <u>NO</u> Interpass Cleaning <u>WIREBRUSH & CHIPPING</u>
SHIELDING Flux <u>IRON POWDER</u> Composition _____ Electrode-Flux (Class) <u>F4</u> Flow Rate _____ Gas Cup Size _____	POSTWELD HEAT TREATMENT PWHT Required <input type="checkbox"/> Temp. <u>NA</u> Time <u>NA</u>
PREHEAT Preheat Temp. Min. <u>32</u> Thickness: Up to 3/4" Temperature <u>32</u> Over 3/4" to 1-1/2" <u>50</u> Over 1-1/2" to 2-1/2" <u>150</u> Over 2-1/2" <u>225</u> Interpass Temp., Min. <u>32</u> Max. <u>550</u>	

WELDING PROCEDURE

Layer/Pass	Process	Filler Metal Class	Diameter	Curr. Type	Amps or WFS	Volts	Travel Speed	Other Notes:
1'	FCAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	FLAT
2'	FCAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	FLAT
3'	FCAW	E71T-8	5/64"	DCEN	260 - 340	24 - 27	8" - 14"	FLAT

THIS PROCEDURE WAS WRITTEN WITHIN THE ESSENTIAL VARIABLES THAT ARE ALLOWED BY TABLE 4.5 AND MEET THE CRITERIA OF TABLE 3.7 PREQUALIFIED REQUIREMENTS. ALSO THE LIMITATIONS OF SECTION 3.6

THE MIN. ENTERPASS TEMP. SHALL BE MAINTAIN AS THE MIN. PREHEAT TEMP. FOR SIZE AND THICKNESS

THE ELECTRICAL PARAMETERS THAT ARE WRITTEN IN THIS PROCEDURE THE WELDERS SHALL NOT EXCEED.

Per AWS D1.1

F. H. HENDRIX

CWI 99080021

Article Score Card 18 Item 17

Weld Qualifications

Provide Sample Procedures



QUALITY CONTROL PLAN
TRANSPORTATION HUB EAST-WEST CONNECTOR

Date:
July 18, 2008

Revision: 5

Sample of Welder's Log

Job Name: East-West Conn.
Date: 8-18-08

DCM CERTIFIED WELDER LOG					
Welder Name	Welding Certification Granted By	Welder ID #	Process Qualified For	Positions	Expiration Date
Bensel Walters	NYC DoB	4099	SMAN	ALL	12-31-08
Stanley Drust	NYC DoB	4988	SMAN	ALL	11-30-08
James F. Coulliard	NYC DoB	5201	SMAN	ALL	3-31-09
Bensel Walters	ANS, Sec. 4	5247	FCAN	4G, 3G	Sec. 6, 4.1.3
James F. Coulliard	ANS, Sec. 4	8815	FCAN	2G	Sec. 6, 4.1.3
Eric Emery	ANS, Sec. 4	5363	FCAN	3G, 4G	Sec. 6, 4.1.3
Ethan Kitzes	NYC DoB	6749	SMAN	ALL	11-30-08
Robert Curley	NYC DoB	7060	SMAN	ALL	6-30-09
Robert Curley	ANS, Sec. 4	9351	FCAN	3G, 4G	Sec. 6, 4.1.3
* Charles I. Breland	NYC DoB	7470	SMAN	ALL	9-30-08 (Renewed)†
Charles I. Breland	ANS, Sec. 4	2748	FCAN	3G, 4G	Sec. 6, 4.1.3
Jon C. Ciranko	NYC DoB	5124	SMAN	ALL	12-31-08
Jon C. Ciranko	ANS, Sec. 4	0638	FCAN	4G	Sec. 6, 4.1.3
S. BAGOT	ANS, Sec. 4	2687	FCAN	3G, 4G	Sec. 6, 4.1.3
S. BAGOT	NYC DoB	7702	SMAN	ALL	9-30-08
C. Breland	NY State	60440	SMAN	ALL	Jan. 2010
Leon Lambert	NYC DoB	7246	SMAN	ALL	7-31-09
Leon Lambert	NY State	60279	SMAN	ALL	Jul. 2009
Leon Lambert	IW Local 40	1313490	FCAN	ALL	1-9-09
Eric Emery	NY State	070312	SMAN	F.V.H	9/20/10
* Charles I. Breland	NYC DoB	7470	SMAN	ALL	9/30/09
Dion Breland	NYC DoB	7947	SMAN	ALL	10/31/08
Dion Breland	ANS, Sec. 4	1130	FCAN	3G, 4G	Sec. 6 4.1.3

WELDER QUALIFICATION RECORD
WORK RECORD

BUILDINGS

WELDER

Robert Graves

Name: Robert Graves

License No: 5557

Issue Date: 04/28/2007

Exp. Date: 03/31/2008

CLASS:



No. 060101

Exp. Date Mar. 2009

This work record must be presented to the Engineer before beginning work. A State of New York Engineer-in-Charge, licensed Professional Engineer, or AWS certified welding inspector must sign this Certificate at least once every six months for the Certificate to remain valid. The person signing this card shall have personal knowledge of the welder's satisfactory performance.

NAME (PRINT)	CONTRACT, PE OR CWI NO.	DATE	INITIALS
Winston Sturge	97040431 CWI	4/25/06	WJS
MIKE CAVOTA	CWI#03080181	7/13/06	MC
BERNARD LUCCHESI	AWI # 55621	12/10/07	BL

IRONWORKER WELDER CERTIFICATION PROGRAM OF NORTH AMERICA

CERTIFIED WELDER

Bob Graves

Membership #: 924541

EFFECTIVE DATE EXPIRATION DATE

1/22/2007 11/22/2008

Process: FCAW S - B1-1



BD 36d (1/08) STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
WELDER QUALIFICATION CERTIFICATE

No. 060101 Exp. Date Mar. 2009

Robert Graves

Welder ID R02820

is qualified to use the Manual Shielded Metal Arc Welding process (Low Hydrogen) to the extent shown on reverse side.

Mar. 2006 Issue Date
For Asst. Deputy Chief Eng. (Structures)

WORKERS WILL BE ASKED
VALID SET UP TO PROVIDE LICENSING
PRIOR TO STARTING WORK ON SITE.
THESE ARE SAMPLES OF
WHAT WE COLLECT FROM
OUR WORKFORCE.

DCM ERECTORS Inc.
110 East 42nd Street
New York, NY 10017
Phone: (212) 599-1603 Fax (212) 599-1615

WELDER AND WELDING OPERATOR QUALIFICATION TEST REPORT

TESTED FOR:
Restricted Access Weld Test

PROJECT:
WTC-1 Freedom Tower

Welder/Welder Operator's Name	Welding Code (ID & year) AWS-D1.8 (2005)	Date	Specimen Plate () Pipe ()	Test Number	
Welder Identification No	Base Material Specification	Diameter & Wall Thickness	Weld Groove () Fillet ()	Plate Thickness	
Process	Position	Specimen Furnished By	Specimen Machined By () Others ()	Thickness Range Qualified	
Weld Progression UP () CW () L to R () Down () CCW () R to L ()	Welding Procedure No	Rev No	Current AMPS	AC () DC () Polarity Direct () Reverse ()	
Welding Procedure Date by: MRP, Inc. Witness: ()		Other			
FILLER METAL		VISUAL INSPECTION (AWS ONLY)			
Classification		Appearance			
Diameter/ F No		Undercut			
Shielding: Gas () Flux ()	Trade Name	Piping Porosity			
GUIDE BEND TEST RESULTS					
TYPE	RESULTS	TYPE	RESULTS		
FILLET TEST RESULTS					
Weld Appearance Pass () Fail ()	Fillet Size Leg () In. () In. Concavity () In. Convexity () In.	Fracture Test Results (Describe location, nature, & size of any cracks or shearing of the specimen)			
Macro Etch Test Results Pass () Fail ()					
RADIOGRAPHIC TEST RESULTS					
FILM IDENTIFICATION	RESULTS	REMARKS	FILM IDENTIFICATION	RESULTS	REMARKS
QUALIFICATION RESULTS					
WE THE UNDERSIGNED, CERTIFY THAT THE STATEMENTS IN THIS RECORD ARE CORRECT AND THAT THE TEST WELDS WERE PREPARED, WELDED AND TESTED TO THE REQUIREMENTS OF SECTION 4 OF THE AWS D1.8 (2005).					
REMARKS:					

APPROVED BY:

TESTED BY:

Robert J. Mahoney, Jr., General Superintendent

F. Henry Hendrix, CWI-99080021

Article Score Card 18 Item 22

Updated Submittal Registry

Provide a Populated Submittal Registry



DRAWING CARD REPORT

Date: **March 16, 2009**
2 of 8

JOB NAME: **WTC-TOWER 1 - New York, N.Y.**

CONTRACT NO: **724**

CUSTOMER NAME: **TISHMAN Construction Corp.**

ASDA 724

DETAIL DRAWINGS							APPROVAL STATUS										Issued To Shop				
Drawing Number	DRAWN BY	DESCRIPTION	LATEST REV	DCM Trans.#	ORIG. SUB#	TIER	DATE SENT	REV	Returned	Status	Trans Number	DATE SENT	REV	Returned	Status	DCM Trans.#	Trans Number	DATE SENT	REV	Shop	
3	101G10	INN	COLUMNPERIMETER	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210						10/16/08	2	ADF	
4	101G10B	INN	WORK WITH 101G10	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210						10/16/08	2	ADF	
5	101G11	INN	COLUMNPERIMETER	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210						10/08/08	1	ADF	
6	101G12	INN	COLUMNPERIMETER	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210						10/20/08	1	ADF	
7	101G12B	INN	WORK WITH 101G12	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210						10/20/08	1	ADF	
8	101G15	INN	COLUMNSLOPE	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210						10/08/08	1	ADF	
9	101G16	INN	COLUMNSLOPE	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210						10/08/08	1	ADF	
10	101S10	INN			471	0020-081	01S	12/08/08	0	02/05/09	AN	8651						03/09/09	1	ADF	
11	101S13	INN	BEAM		211	0020 046	01S	09/25/08	0	11/25/08	AN	7496						01/08/09	1	ADF	
12	101S14	INN	BEAMPERIMETER	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210						11/27/08	1	ADF	
13	101S15	INN	BEAM GIRDER	0	187	0020 040	01S	09/22/08	0	11/25/08	AN	7477						01/08/09	1	ADF	
14	102G10	INN	COLUMNPERIMETER	0	45	0020 012	01S	06/04/08	0	08/08/08	AN	5845						10/16/08	2	MRP	
15	102G10B	INN	WORK WITH 102G10	0	45	0020 012	01S	06/04/08	0	08/08/08	AN	5845						10/16/08	2	MRP	
16	102G11	INN	COLUMNPERIMETER	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210						10/08/08	1	MRP	
17	102G12	INN	COLUMNPERIMETER	0	85	0020 016	01S	07/30/08	0	06/28/08	AN	6210									
18	102S10	INN	BEAM GIRDER	0	187	0020 040	01S	09/22/08	0	11/25/08	AN	7477						12/22/08	1	MRP	
19	102S11	INN	BEAM		211	0020 046	01S	09/25/08	0	11/25/08	AN	7496						01/08/09	1	MRP	
20	102S12	INN	BEAM		211	0020 046	01S	09/25/08	0	11/25/08	R	7496	01/28/09	1	03/12/09	R	0631	9726	01/28/09	1	MRP
1	102S12B	INN	BEAM	0		0020 046	01S						01/28/09	1	03/12/09	R	0631	9726	01/28/09	1	MRP
2	103G10	INN	COLUMNPERIMETER	0	45	0020 012	01S	06/04/08	0	08/08/08	AN	5845						10/16/08	2	ADF	
3	103G10B	INN	WORK WITH 103G10	0	45	0020 012	01S	06/04/08	0	08/08/08	AN	5845						10/16/08	2	ADF	
4	103G11	INN	COLUMNPERIMETER	0	45	0020 012	01S	06/04/08	0	08/08/08	AN	5845						10/08/08	1	ADF	



DRAWING CARD REPORT

Date: **March 16, 2009**
3 of 8

JOB NAME: **WTC-TOWER 1 - New York, N.Y.**

CONTRACT NO: **724**

CUSTOMER NAME: **TISHMAN Construction Corp.**

ASDA 724

DETAIL DRAWINGS							APPROVAL STATUS										Issued To Shop				
Drawing Number	DRAWN BY	DESCRIPTION	LATEST REV	DCM Trans.#	ORIG SUB#	TIER	DATE SENT	REV	Returned	Status	Trans Number	DATE SENT	REV	Returned	Status	DCM Trans #	Trans Number	DATE SENT	REV	Shop	
5	103G14	INN	COLUMNSLOPE	0	45	0020 012	01S	06/04/08	0	08/08/08	AN	5845						11/10/08	1	ADF	
6	103G15	INN	COLUMNSLOPE	0	45	0020 012	01S	06/04/08	0	08/08/08	AN	5845						10/20/08	1	ADF	
7	103S10	INN	BEAM		211	0020 046	01S	09/25/08	0	11/25/08	AN	7496									
8	103S12	INN	BEAM		211	0020 046	01S	09/25/08	0	11/25/08	AN	7496						01/08/09	1	ADF	
9	103S13	INN	BEAM PERIMETER	0	38	0020 013	01S	06/02/08	0	07/28/08	AN	5669						11/27/08	1	ADF	
10	103S15	INN	BEAM PERIMETER	0	38	0020 013	01S	06/02/08	0	07/28/08	AN	5669						11/27/08	1	ADF	
11	103S16	INN	BEAM PERIMETER	0	38	0020 013	01S	06/02/08	0	07/28/08	AN	5669						11/27/08	1	ADF	
12	104G10	INN	COLUMNPERIMETER	0	45	0020 012	01N	06/04/08	0	08/08/08	AN	5845						10/16/08	2	ADF	
13	104G10B	INN	WORK WITH 104G10	0	45	0020 012	01N	06/04/08	0	08/08/08	AN	5845						10/16/08	2	ADF	
14	104G11	INN	COLUMNPERIMETER	0	45	0020 012	01N	06/04/08	0	08/08/08	AN	5845						10/20/08	1	ADF	
15	104G14	INN	COLUMNSLOPE	0	45	0020 012	01N	06/04/08	0	08/08/08	AN	5845						10/20/08	1	ADF	
16	104G15	INN	COLUMNSLOPE	0	45	0020 012	01N	06/04/08	0	08/08/08	AN	5845						10/20/08	1	ADF	
17	104S10	INN	BEAM GIRDER	0	187	0020 040	01N	09/22/08	0	11/25/08	AN	7477						12/22/08	1		
18	104S12	INN	BEAM PERIMETER	0	38	0020 013	01N	06/02/08	0	07/28/08	AN	5669						11/27/08	1	ADF	
19	104S13	INN	BEAM		211	0020 046	01N	09/25/08	0	11/25/08	AN	7496						01/08/09	1	ADF	
20	104S14	INN	BEAM PERIMETER	0	38	0020 013	01N	06/02/08	0	07/28/08	AN	5669						11/27/08	1	ADF	
1	105G10	INN	COLUMNPERIMETER	0	85	0020 016	01N	07/30/08	0	06/28/08	AN	6210						10/20/08	1	MRP	
2	105G10B	INN	WORK WITH 105G10	0	85	0020 016	01N	07/30/08	0	06/28/08	AN	6210						10/20/08	1	MRP	
3	105G11	INN	PERIMETER COLUMN	0	283	0020 057	01N	10/27/08	0	01/14/09	R	8405	02/10/09	1		0683		02/10/09	1	MRP	
4	105G12	INN	PERIMETER COLUMN	0	283	0020 057	01N	10/27/08	0	01/14/09	R	8405	02/10/09	1		0683		02/10/09	1	MRP	
5	105S10	INN	BEAM		211	0020 046	01N	09/25/08	0	11/25/08	R	7496	01/28/09	1	03/12/09	R	0631	9726	01/28/09	1	MRP
6	105S10B	INN	BEAM		211	0020 046	01N	09/25/08	0	11/25/08	R	7496	01/28/09	1	03/12/09	R	0631	9726	01/28/09	1	MRP

Assembly Drawing List with Actions

Job #704D **Flushing Town Center-West Side**
Property of DCM

Page # 1
01/17/08 16:39:55

Drawing Title	Dwg Date	Rev.	Action	Action Date	Trans	Sent to	For	Method	Copy
<small>(Drawing Number Equals 107B24 Or 107B25 Or 107B31 Or 107B34 Or 107C11 Or 107C12 Or 107C05 Or 107C06 Or 107C07) AND (Drawing Title Equals BEAM Or BRACE Or COLUMN)</small>									
107B24 BEAM	05/02/07	0	Drawing Imported	05/02/07					
		0	Approval	05/02/07	26	Muss Development LLC	Action	FedEx	4
		0	Revise & Resubmit	05/24/07					
	06/28/07	0	Drawing Import	06/28/07					
		1	Fabrication-ADF	06/28/07	100	ADF Group Inc.	Action	Pickup	1
		1	Re-Approval	06/29/07	104	Muss Development LLC	Action	FedEx	3
	1	Approved	07/19/07						
107B25 BEAM	05/02/07	0	Drawing Imported	05/02/07					
		0	Approval	05/02/07	26	Muss Development LLC	Action	FedEx	4
		0	Approved	05/24/07					
	06/20/07	0	Drawing Import	06/21/07					
1		Fabrication-ADF	06/21/07	89	ADF Group Inc.	Action	Other	1	
107B31 BEAM	05/02/07	0	Drawing Imported	05/02/07					
		0	Approval	05/02/07	26	Muss Development LLC	Action	FedEx	4
		0	Approved	05/24/07					
	06/20/07	0	Drawing Import	06/21/07					
		1	Fabrication-ADF	06/21/07	89	ADF Group Inc.	Action	Other	1
107B34 BEAM	05/02/07	0	Drawing Imported	05/02/07					
		0	Approval	05/02/07	26	Muss Development LLC	Action	FedEx	4
		0	Revise & Resubmit	05/24/07					
	06/28/07	0	Drawing Import	06/28/07					
		1	Fabrication-ADF	06/28/07	100	ADF Group Inc.	Action	Pickup	1
		1	Re-Approval	06/29/07	104	Muss Development LLC	Action	FedEx	3
	1	Approved	07/19/07						
107C05 COLUMN	05/14/07	0	Drawing Imported	05/14/07					
		0	Approval	05/14/07	37	Muss Development LLC	Action	FedEx	4
		0	Revise & Resubmit	06/24/07					

Assembly Drawing List with Actions

Job #704D **Flushing Town Center-West Side**
Property of DCM

Page # 2
01/17/08 16:39:55

Drawing Title	Dwg Date	Rev.	Action	Action Date	Trans	Sent to	For	Method	Copy
107C05 COLUMN	07/24/07	0	Drawing Import	07/25/07					
		1	Approval	07/25/07	202	Muss Development LLC	Action	FedEx	3
		1	Fabrication-ADF	07/26/07	208	ADF Group Inc.	Action	Pickup	1
		1	Approved	08/17/07					
107C06 COLUMN	05/14/07	0	Drawing Imported	05/14/07					
		0	Approval	05/14/07	37	Muss Development LLC	Action	FedEx	4
		0	Approved	06/24/07					
	07/23/07	0	Drawing Import	07/25/07					
		1	Fabrication-ADF	07/26/07	208	ADF Group Inc.	Action	Pickup	1
107C07 COLUMN	05/14/07	0	Drawing Imported	05/14/07					
		0	Approval	05/14/07	37	Muss Development LLC	Action	FedEx	4
		0	Approved	06/24/07					
	07/23/07	0	Drawing Import	07/25/07					
		1	Fabrication-ADF	07/26/07	208	ADF Group Inc.	Action	Pickup	1
		1	Approved	08/17/07					
107C11 COLUMN	05/07/07	0	Drawing Imported	05/07/07					
		0	Approval	05/07/07	33	Muss Development LLC	Action	FedEx	4
		0	Revise & Resubmit	05/25/07					
	07/12/07	0	Drawing Import	07/13/07					
		1	Fabrication-ADF	07/13/07	150	ADF Group Inc.	Action	Pickup	1
		1	Approval	07/13/07	155	Muss Development LLC	Action	FedEx	3
		1	Approved	08/02/07					
107C12 COLUMN	05/07/07	0	Drawing Imported	05/07/07					
		0	Approval	05/07/07	33	Muss Development LLC	Action	FedEx	4
		0	Revise & Resubmit	05/25/07					
	06/23/07	0	Drawing Import	06/24/07					
		1	Fabrication-ADF	06/25/07	94	ADF Group Inc.	Action	Pickup	1
		1	Re-Approval	06/29/07	107	Muss Development LLC	Action	FedEx	3
1	Approved	07/19/07							

Assembly Drawing List with Actions

Job #704D

Flushing Town Center-West Side

Property of DCM

Page # 3

01/17/08 16:39:55

Drawing Title	Dwg Date	Rev.	Action	Action Date	Trans	Sent to	For	Method	Copy
107C12 COLUMN	09/21/07	1	Drawing Import	09/21/07					
	09/24/07	3	Revised	09/24/07					
		3	Fabrication-ADF	09/24/07	418	ADF Group Inc.	Action	Pickup	1
		3	Information	09/26/07	445	Muss Development LLC	Information	FedEx	3
		3	Fabrication-ADF	09/27/07	449	ADF Group Inc.	Action	Pickup	1
		3	Fabrication-TecFab	10/04/07	466	TecFab	Action	Other	1

Sample



77 Belfield Road, Suite 100
 Etobicoke, Ontario, M9W 1G6
 Phone: (416) 241-6967
 Fax: (416) 241-3239

110 East Street, Suite 1710
 New York, NY 10017
 Phone: (212) 599-1603
 Fax: (212) 599-1615

January 17, 2008

Fabrication Drawing List

Job #704D Flushing Town Center-West Side
 Property of DCM

Page # 1

On Hold	Drawing No.	Title	Detailer	Current Revision	Drawing Date	Drawn By	Status	Assembly Type	Assembly	Quantity
<small>(Drawing Number Equals 107B24 Or 107B25 Or 107B31 Or 107B34 Or 107C11 Or 107C12 Or 107C05 Or 107C06 Or 107C07) AND (Drawing Title Equals BEAM Or BRACE Or COLUMN)</small>										
	107B24	BEAM		1	06/28/07		Issued	Prod-ADF	107B24	1
	107B25	BEAM		1	06/20/07		Issued	Prod-ADF	107B25	1
	107B31	BEAM		1	06/20/07		Issued	Prod-ADF	107B31	1
	107B34	BEAM		1	06/28/07		Issued	Prod-ADF	107B34	1
	107C05	COLUMN	Innovative Drafting	1	07/24/07		Issued	Prod-ADF	107C05	1
	107C06	COLUMN	Innovative Drafting	1	07/23/07		Issued	Prod-ADF	107C06	1
	107C07	COLUMN	Innovative Drafting	1	07/23/07		Issued	Prod-ADF	107C07	1
	107C11	COLUMN		1	07/12/07		Issued	Prod-ADF	107C11	1
	107C12	COLUMN		1	09/24/07		Issued	Prod-Tec	107C12	2

Sample

Article Score Card 18 Item 29

Sign Off Letter

Provide Sample

Job Name: **Transportation Hub - East West Connector**

Date: **March 3, 2009**

DCM WELDING VISUAL INSPECTION REPORT

Date : 3-Mar-09 Grid Location : 85,84,83,82,70,69,50
 Inspector : G. NEGRON Rod Size & Type : 1/8; 5/32; 5/64; 3/32- E-7018; E-71T-8
 Process : SMAW & FCAW Base Metals : A572 Gr.50, A992 Gr.50

Welder's Name: 1) J.Schabowski#7181 5) A. Ryan# 0483
 2) C. Breland# 7470 6) D.Roberts# 8032
 3) M.Sabbagh# 8884 7) Mario Bargellini# 8869
 4) J.Ciranko# 5124 8) John Christy# 8152

Weld Progress Codes	1. Prep, Fit Up, & Alignment	2. Initial Root Pass
	3. Final Inspection	4. Repair & Re-Inspection (Describe in Notes Below)

Weld #	Welder ID #	Type of Weld	Weld Progress Code	Passed Final Insp.	*Notes
BULL NOSE CAP PLATES					WPS'S USED:
					DCM-FCAW-CP-10
					DCM-FCAW-CP-15
					DCM-FCAW-CP-16
					DCM-FCAW-CP-21
FASCIA BEAMS					DCM-FCAW-FILLET-2
					DCM-FCAW-FILLET-3
50- SW	0483	FILLET	3	ACCEPTABLE	DCM-FCAW-CP-9
69 SW- 70 SE	8884	FILLET	3	ACCEPTABLE	DCM-SMAW-FCAW-
69 NW- 70 NE	8884	FILLET	3	ACCEPTABLE	MIX-2
83 - 82	8032 & 7181	FIT-UP		COMPLETE	DCM-SMAW-FILLET
85 - 84	8152	FIT-UP	1 & 2	W.I.P	DCM-FCAW-FILLET

NOTES

STUDS WELDING HAS BEEN POSTPONED UNTIL FURTHER NOTICE. *Pos.: 4G,3G,2G,,4F,3F. *Machines: Miller XMT 350VS & Lincoln 25. *Weld Size: .250",.375",.437",.562",.500",.562",.750" . *Drawing : 727-3-002,727-3-007, 727-3-012.Elev: 293'-4 .687", 285'-6 .750" , 297'-5 .875" & 298'-11 .250"

1 of 1

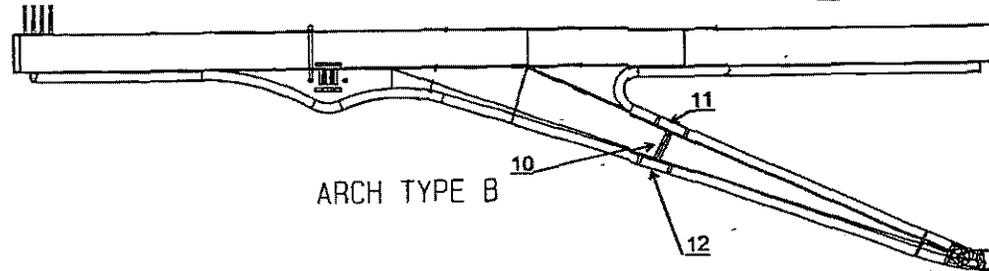
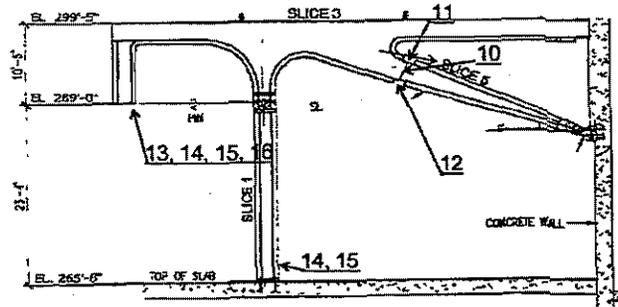
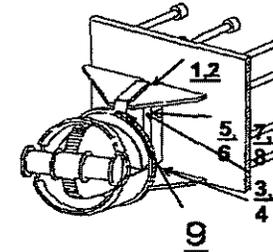
DCM ERECTORS, inc

WELD SIGN-OFF SHEET

Contract No.: 734-000

Project Name: East West Connector

Date Updated: 27-Feb-09



Line #	SPLICE #2								SLICE #5 TO #3				SLICE #4 TO #3	SLICE #1	
	FINS				SHEAR TABS TO WALL		SHEAR TABS TO P1001		P1001	SPLICE JOINT	TOP COVER	BOTTOM COVER		13	14
	TOP		BOTTOM		WEST	EAST	WEST	EAST					9		
	WEST	EAST	WEST	EAST					WEST	EAST	WEST	EAST		10	11
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
96	15-Dec	15-Dec	15-Dec	15-Dec	9-Dec	9-Dec	9-Dec	9-Dec		x	10-Dec	8-Dec		19-Nov	19-Nov
95	x	x	x	x	x	x	x	x		x	27-Feb	27-Feb			
94	24-Nov	24-Nov	24-Nov	24-Nov	24-Nov	24-Nov	24-Nov	24-Nov		x	18-Dec	18-Dec		24-Nov	
93	x	x	x	x	x	x	x	x		x	10-Feb	12-Feb			
92	3-Dec	3-Dec	3-Dec	3-Dec	3-Dec	3-Dec	3-Dec	3-Dec		x	30-Jan	2-Jan		21-Nov	22-Nov
91	x	x	x	x	x	x	x	x		x	28-Jan	28-Jan			
90	21-Nov	21-Nov	21-Nov	21-Nov	21-Nov	21-Nov	21-Nov	21-Nov		x	19-Feb	29-Dec		26-Nov	
89	x	x	x	x	x	x	x	x		x	23-Jan	23-Jan			
88	1-Dec	1-Dec	1-Dec	1-Dec	1-Dec	1-Dec	1-Dec	1-Dec		x	8-Dec	15-Dec		19-Nov	
87	x	x	x	x	x	x	x	x		x	29-Jan	29-Jan			
86	3-Dec	3-Dec	3-Dec	3-Dec	3-Dec	3-Dec	3-Dec	3-Dec		x	29-Dec	18-Dec		21-Nov	
85	x	x	x	x	x	x	x	x		x	18-Feb	12-Feb			
84	15-Dec	15-Dec	15-Dec	15-Dec	3-Dec	3-Dec	3-Dec	3-Dec		x	9-Jan	2-Jan		20-Nov	20-Nov
83	x	x	x	x	x	x	x	x		x	11-Feb	10-Feb			
82	21-Nov	21-Nov	21-Nov	21-Nov	21-Nov	21-Nov	21-Nov	21-Nov		x	30-Dec	29-Jan		24-Nov	24-Nov
81	x	x	x	x	x	x	x	x		x	28-Jan	23-Jan			
80	17-Nov	17-Nov	17-Nov	17-Nov	17-Nov	17-Nov	17-Nov	17-Nov		x	20-Jan	9-Jan		22-Nov	22-Nov
79	x	x	x	x	x	x	x	x		x	11-Feb	11-Feb			
78	9-Dec	9-Dec	9-Dec	9-Dec	9-Dec	9-Dec	9-Dec	9-Dec		x	16-Jan	13-Jan		22-Nov	22-Nov
77	x	x	x	x	x	x	x	x		x	29-Jan	29-Jan			
76	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec		x	19-Jan	12-Jan		24-Nov	24-Nov
75	x	x	x	x	x	x	x	x		x	10-Feb	10-Feb			
74	19-Nov	19-Nov	19-Nov	19-Nov	19-Nov	19-Nov	19-Nov	19-Nov		x	28-Jan	23-Jan		24-Nov	24-Nov
73	x	x	x	x	x	x	x	x		x	28-Jan	28-Jan			
72	23-Dec	23-Dec	23-Dec	23-Dec	23-Dec	23-Dec	23-Dec	23-Dec		x	12-Feb	12-Feb		22-Nov	22-Nov
71	x	x	x	x	x	x	x	x							

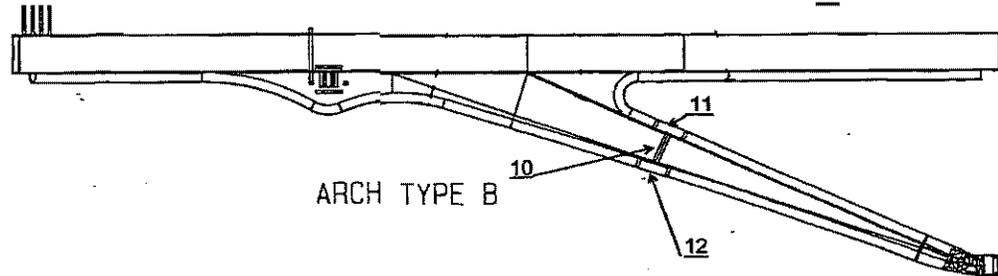
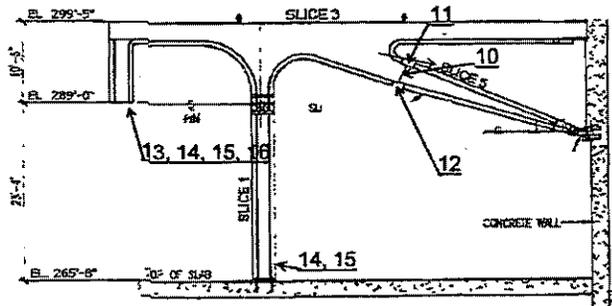
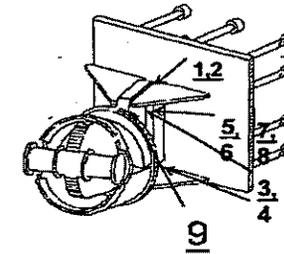
DCM ERECTORS, inc

WELD SIGN-OFF SHEET

Contract No.: 734-000

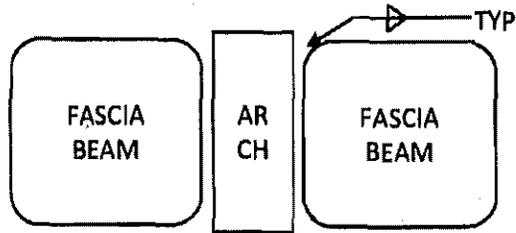
Project Name: East West Connector

Date Updated: 27-Feb-09



Line #	SPLICE #2									SLICE #5 TO #3			SLICE #4 TO #3	SLICE #1								
	FINS				SHEAR TABS TO WALL		SHEAR TABS TO P1001		P1001	SPLICE JOINT	TOP COVER	BOTTOM COVER		13	14	15						
	TOP		BOTTOM		WEST	EAST	WEST	EAST					9				10	11	12	13	14	15
	WEST	EAST	WEST	EAST																		
1	2	3	4	5	6	7	8	9	10	11	12	13		14	15							
70	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec		4-Dec	23-Jan	10-Feb										
69	30-Oct	30-Oct	30-Oct	30-Oct	30-Oct	30-Oct	30-Oct	30-Oct		24-Oct	12-Jan	19-Jan		19-Nov	20-Nov							
68	4-Dec	4-Dec	4-Dec	4-Dec	4-Dec	4-Dec	4-Dec	4-Dec		1-Dec	11-Feb	23-Jan										
67	5-Nov	5-Nov	5-Nov	5-Nov	4-Nov	4-Nov	4-Nov	4-Nov		30-Oct	2-Feb	2-Feb		20-Nov	21-Nov							
66	12-Nov	12-Nov	12-Nov	12-Nov	12-Nov	12-Nov	12-Nov	12-Nov		10-Nov	11-Feb	9-Feb										
65	31-Oct	31-Oct	31-Oct	31-Oct	31-Oct	31-Oct	31-Oct	31-Oct		4-Nov	12-Feb	10-Feb		19-Nov	19-Nov							
64	18-Nov	18-Nov	18-Nov	18-Nov	18-Nov	18-Nov	18-Nov	18-Nov		12-Nov	23-Jan	10-Feb										
63	30-Oct	30-Oct	30-Oct	30-Oct	27-Oct	27-Oct	27-Oct	27-Oct		30-Oct	23-Jan	23-Jan		21-Nov	21-Nov							
62	22-Nov	22-Nov	22-Nov	22-Nov	22-Nov	22-Nov	22-Nov	22-Nov		21-Nov	16-Feb	13-Feb										
61	10-Nov	10-Nov	10-Nov	10-Nov	10-Nov	10-Nov	10-Nov	10-Nov		14-Nov	12-Feb	13-Feb		22-Nov	22-Nov							
60	18-Nov	18-Nov	18-Nov	18-Nov	14-Nov	14-Nov	14-Nov	14-Nov		17-Nov	10-Feb	12-Feb										
59	7-Nov	7-Nov	7-Nov	7-Nov	30-Oct	30-Oct	30-Oct	30-Oct		29-Oct	17-Feb	17-Feb		24-Nov	24-Nov							
58	12-Nov	12-Nov	12-Nov	12-Nov	12-Nov	12-Nov	12-Nov	12-Nov		11-Nov	17-Feb	18-Feb										
57	5-Nov	5-Nov	5-Nov	5-Nov	5-Nov	5-Nov	5-Nov	5-Nov		4-Nov	19-Feb	25-Feb		24-Nov	24-Nov							
56	18-Nov	18-Nov	18-Nov	18-Nov	18-Nov	18-Nov	18-Nov	18-Nov		10-Nov	19-Jan	16-Jan										
55	11-Nov	11-Nov	11-Nov	11-Nov	11-Nov	11-Nov	11-Nov	11-Nov		4-Nov	8-Jan	8-Jan		22-Nov	22-Nov							
54	19-Nov	19-Nov	19-Nov	19-Nov	19-Nov	19-Nov	19-Nov	19-Nov		11/10	13-Jan	12-Jan										
53	5-Nov	5-Nov	5-Nov	5-Nov	5-Nov	5-Nov	5-Nov	5-Nov		5-Nov	5-Jan	31-Dec		21-Nov	22-Nov							
52	1-Dec	1-Dec	1-Dec	1-Dec	1-Dec	1-Dec	1-Dec	1-Dec		1-Dec	15-Jan	14-Jan										
51	13-Nov	13-Nov	13-Nov	13-Nov	13-Nov	13-Nov	13-Nov	13-Nov		7-Nov	19-Jan	19-Jan		21-Nov	21-Nov							
50	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec	8-Dec		9-Dec	26-Jan	26-Jan										

each weld will be signed off only after the visual inspection and NDT testing has been completed



Weld Completion Log

FASCIA BEAMS

ARCH #	NORTH EAST	NORTH WEST	SOUTH EAST	SOUTH WEST
50		27-Jan		26-Jan
51	27-Jan		27-Jan	29-Jan
52	30-Jan	30-Jan	29-Jan	30-Jan
53	2-Feb	2-Feb		20-Feb
54	23-Feb	23-Feb	23-Feb	23-Feb
55	23-Feb	23-Feb	23-Feb	23-Feb
56			24-Feb	
57				
58	25-Feb	25-Feb	25-Feb	25-Feb
59	25-Feb	25-Feb	25-Feb	25-Feb
60		12-Feb		12-Feb
61	12-Feb	12-Feb	12-Feb	11-Feb
62	12-Feb	11-Feb	12-Feb	11-Feb
63	11-Feb		11-Feb	
64				
65	24-Feb	23-Feb	24-Feb	24-Feb
66	23-Feb	24-Feb	24-Feb	24-Feb
67	24-Feb	24-Feb	24-Feb	24-Feb
68	27-Feb	27-Feb	27-Feb	27-Feb
69	27-Feb	27-Feb	27-Feb	27-Feb
70				
71				
72	19-Feb	19-Feb	24-Feb	24-Feb
73				
74			13-Feb	
75				

Article Score Card 18 Item 30

Certificate of Compliance

Provide Sample in Plan

ESAB Welding & Cutting Products
 Certificate of Conformance-AWS A5.20 D1.8 /FEMA 353



Product: Coreshield 8
AWS Classification: AWS 5.20; E71T-8 (TESTED TO A5.20 "D")
Specifications: AWS D1.8/D1.8M:2005
Diameter: 5/64 in (2.0 mm)

Order Number:
Customer PO:
Test Number: 812826082410
 B12540072900
Test Completed: 12/15/2007
Date Generated: 8/22/2008

Heat:
Lot: 82775/83290

This document certifies that the produced named above and supplied on the referenced order is of the same classification, manufacturing process and material requirements as the material which was used for the test that was concluded on the date shown, the results of which are shown below. All tests required by the specifications shown for classification were performed at the time and the material tested met all requirements. It was manufactured and supplied by the Quality System Program of The Esab Group Inc., which is certified to ISO9001 and meets the requirements of ANSI/AWS A5.01, and other specification and military requirements, as applicable.

Test Settings	Low Heat Input	High Heat Input
Heat Input : kJ/in	31.14	84.83
Shielding Gas	Self-Shielded	Self-Shielded
Current (amps)	305	250
WFS : in (cm) per min.	190 (482.6)	145 (368.3)
Polarity	DCEN	DCEN
Voltage (volts)	23.5	21.9
ESO : in. (cm)	7/8 (2.2) -1 (2.5)	5/8 (1.6) -3/4 (1.9)
Weld Position	1G	3G
Pass / Layer Sequence	1F,1S,1T,3Q	2F,3S
PH/IPT : °F (°C)	70 (20) / 225 (107)	300 (277) / 450 (3)
TS : in./min. (cm/min.)	13.8 (35)	3.9 (9.9)

Mechanical Properties

Testing Conditions	As Welded	As Welded
Tensile Strength : ksi (MPa)	87.7 (605)	82.8 (571)
Yield Strength : ksi (MPa)	73.5 (507)	68.0 (470)
Elongation % in 2 inches	27	22

Charpy-V-Notch Impacts

Testing Conditions	As Welded	As Welded
Temperature : °F (°C)	70 (21)	70 (21)
Individual Results : Ft.-lbs. (J)	68,65,69,69,68 (92,88,80,94,92)	73,76,73,71,72 (99,103,99,96,98)
Average : Ft.-lbs. (J)	65 (89)	73 (99)
Temperature : °F (°C)	0 (-17)	0 (-17)
Individual Results : Ft.-lbs. (J)	45,43,35 (65,58,47)	43,37,37 (58,50,50)
Average : Ft.-lbs. (J)	41 (56)	39 (53)

Diffusible Hydrogen

Average : ml/100 gr. Prior 9.2
 Average : ml/100 gr. Exposed 13.1 (72 Hrs @ 80°F/80%RH)

This product satisfies the requirements of AWS D1.8/D1.8M:2005, Annex D after exposure for 7 days at 80°F, 80% humidity.

The Esab Group Inc. quality system is audited and certified by ABS, ASME, LR and the U.S. Department of Defense.



The ESAB Group Inc.
 801 Wilson Avenue
 Hanover, Pennsylvania 17331



By:

K. Wildasin

K. Wildasin, Supervisor. Quality Assurance Services
 (Phone) 800-123-ESAB
 (Fax) 800-444-8911
www.esabna.com



GE
Inspection Technologies

50 Industrial Park Road
Lewistown, PA 17044
USA

Certification of Conformity

Test Block Description	IIW Type 1 Reference Block, Steel		
Serial Number	20050		
Procedure Used	QCP1037	Revision	M

The accuracy of the Test Block listed above has been confirmed by factory standards test equipment and laboratory reference standards traceable to national or international standards. The calibration system procedures utilized at this facility conform to requirements set forth in MIL-STD-45662A and ANSI/NCSL Z540-1-1994. This quality management system is certified according to ISO 9001:2000.

The uncertainty factor of Test Block Standard(s) used does not exceed 25% of the tolerance characteristic being verified. This Test Block meets or exceeds specifications of GE Inspection Technologies and or purchase order requirements.

Temperature: 65°– 80° F
Humidity: Less than 70 %RH

This certification shall not be reproduced except in full, without the written approval of GE Inspection Technologies.

Date:	07-07-2008	Certified by	R. Clark <i>R. Clark</i>
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118-545-905 Rev D



GE
Inspection Technologies

50 Industrial Park Road
Lewistown, PA 17044
USA

Certification of Conformity

Test Block Description	Distance Sensitivity Calibration, Steel		
Serial Number	17111		
Procedure Used	QCP1037	Revision	M

The accuracy of the Test Block listed above has been confirmed by factory standards test equipment and laboratory reference standards traceable to national or international standards. The calibration system procedures utilized at this facility conform to requirements set forth in MIL-STD-45662A and ANSI/NCSL Z540-1-1994. This quality management system is certified according to ISO 9001:2000.

The uncertainty factor of Test Block Standard(s) used does not exceed 25% of the tolerance characteristic being verified. This Test Block meets or exceeds specifications of GE Inspection Technologies and or purchase order requirements.

Temperature: 65°– 80° F
Humidity: Less than 70 %RH

This certification shall not be reproduced except in full, without the written approval of GE Inspection Technologies.

Date:	07-22-2008	Certified by	R. Clark <i>R. Clark</i>
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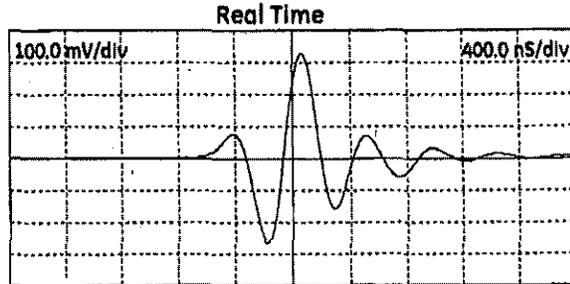
118-545-905 Rev D



Krautkramer Transducer Certificate of Conformity Compliant to ASTM E-1065 Guidelines

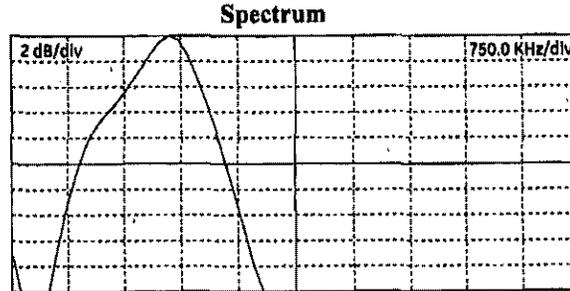
Date: 9/9/2008
Product Code: 113-262-043
Serial Number: 01VRKV
Description: FDCP--XDCR CRRHP2.25X1G

Test Setup--
Test Target: 3" 303 Steel
Energy: 4
Impedance: 250 Ω



Waveform is the first Return Echo from the indicated target.

UTA S/N: MM00113
UTA Cal Due Date: 4/30/2009
O-scope SN: B010804
O-scope Cal Due Date: 10/31/2008



Software: FNT0040 Rev: H

Test Data--
Sensitivity(Abs db): -32.20 dB

Pulse Duration@-20dB: 1.33E-06 Sec
Peak Frequency: 2.08E+06 Hz
Center Frequency: 1.89E+06 Hz
% Bandwidth@-6dB: 70.0 %

The Ultrasonic Transducer listed in this document has been performance tested and meets all manufacturing specifications. It performed as designed and specified on the applicable style of Krautkramer instrumentation.

Inspector: VR

The accuracy of the transducer described above has been confirmed by factory standard test equipment and laboratory reference standards traceable to the National Institute of Standards and Technology. This facility's Quality System is registered to ISO 9001-2000, and is compliant to MIL-STD-45662A and ANSI/NCSL Z540-1-1994.



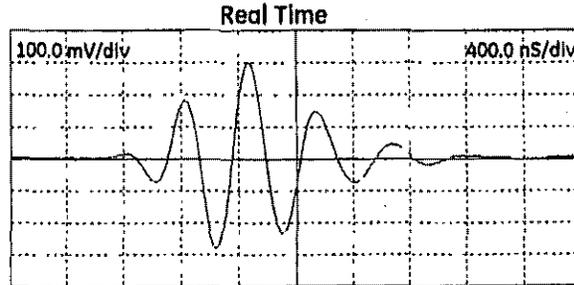
GE Inspection Technologies, LP
50 Industrial Park Rd.
Lewistown, PA 17044
Tel.: 717.242.0327
Fax: 717.242.2606
GEInspectionTechnologies.com



Krautkramer Transducer Certificate of Conformity Compliant to ASTM E-1065 Guidelines

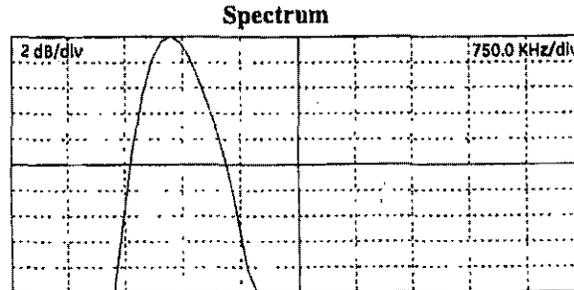
Date: 9/2/2008
Product Code: 113-292-601
Serial Number: 01VRK8
Description: FABP--X SWS 2 25X.75X 625

Test Setup--
Test Target: 1.0" PLEXI GLASS
Energy: 2
Impedance: 100 Ω



Waveform is the first Return Echo from the indicated target.

UTA S/N: M00114,
UTA Cal Due Date: 8/11/2009
O-scope SN: B010911
O-scope Cal Due Date: 10/31/2008



Software: FNT0040 Rev: H

Test Data--
Sensitivity(Abs db): -11.80 dB

Pulse Duration@-20dB: 1.81E-06 Sec
Peak Frequency: 2.08E+06 Hz
Center Frequency: 2.08E+06 Hz
% Bandwidth@-6dB: 47.0 %

The Ultrasonic Transducer listed in this document has been performance tested and meets all manufacturing specifications It performed as designed and specified on the applicable style of Krautkramer instrumentation.

Inspector: S RITTER

The accuracy of the transducer described above has been confirmed by factory standard test equipment and laboratory reference standards traceable to the National Institute of Standards and Technology This facility's Quality System is registered to ISO 9001-2000, and is compliant to MIL-STD-45662A and ANSI/NCSL 2540-1-1994



GE Inspection Technologies, LP
50 Industrial Park Rd.
Lewistown, PA 17044
Tel.. 717.242.0327
Fax: 717.242.2606
GEInspectionTechnologies.com

Article Score Card 18 Item 31

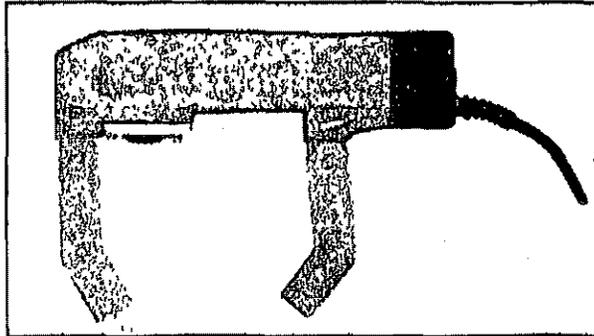
Operators and Maintenance Log.

Provide Sample

MAGNAFLUX[®]

A Division of Illinois Tool Works Inc.

Y-7 AC/DC Yoke Operating Instructions



The Y-7 is an articulating leg magnetic yoke providing A.C. or D.C. magnetic fields for defect detection in ferromagnetic materials. The Y-7 has the capability of demagnetization, if required.

Specifications:

Power Source: The Y-7 is configured for 115 volt, 50/60Hz.1 phase, OR 220 volt, 50 Hz.1 phase.

Current Draw: 115V version - 4 amps / 230V version - 2 amps.

Mechanical Capacity: Minimum-maximum distance across poles: 1" to 12".

Magnetic Field: A.C: Constant level. D.C: Pulsed.

Pull Force: The Magnaflux Y-7 yoke is designed to lift 10 lbs or 40 lbs as specified in ASTM E-444. Please refer to this specification for more details.

Yoke Weight: 7.7 pounds.

Controls: Electronic - Solid state contained within the housing.

Manual: Momentary, push to test switch A.C./D.C. selector switch

Duty Cycle: 33% with 80 seconds "ON" maximum.

Caution!

1. **DO NOT connect the power cord to a battery for portable work; power source must be as noted on the nameplate.**
2. **DO NOT change the AC/DC selector switch while the unit is energized.**

www.magnaflux.com

Principle of Operation:

With the instrument connected to a proper power source, depressing the "PUSH to TEST" switch creates an intense magnetic field between the legs. The resultant field can best be described as a multiplicity of invisible lines of force extending across the gap between the legs. As the yoke is applied to a steel plate, the magnetic circuit is closed, and the magnetic field enters the plate making its passage between the legs of the yoke at and very near the surface. A surface crack across this field cuts the magnetic circuit; the two sides of the crack become opposite poles of a magnet and a leakage field occurs in the air above the crack. Magnetic particles are attracted by this leakage and mark its location.

Magnetizing Field Selection:

A.C. MAGNETIZATION-This induced field is a surface field which only detects indications open to the surface. It is particularly useful for inspecting thick and irregular sections for surface defects. Good results are generally obtained with dry method.

(PULSED) D.C. MAGNETIZATION-This induced field penetrates the work piece and detects both surface and (slightly) subsurface indications. Good results are generally obtained with the wet method. But experimentation with method variables should always be practiced.

Operation:

Adjust the legs to an appropriate spacing and place the yoke firmly upon the work piece (securing the best contact possible) with the suspected defect at a right angle to the poles. With the selector switch in either the AC or the DC position, depress the test switch to energize the yoke and lightly dust (dry powder) or flow (wet method) inspection particles over the area of interest. As an example, when testing for longitudinal surface cracks in a weld, the yoke would be positioned so that the legs straddle the weld. If the direction of a possible defect is not known, two inspections should be made in such area, turning the yoke approximately 90 degrees for the second inspection.

Using the powder blower bulb, the area between the legs of the yoke is dusted lightly with MAGNAFLUX powder and inspected closely for cracks or other indications. Current should remain "on" (continuous method). This process is repeated until the entire area of the part is inspected.

Experience with different parts and surfaces will indicate the best magnetizing current, particle application, and testing procedures to obtain good inspection results. The "continuous method" should always be used for maximum sensitivity.

Demagnetization:

The Y-7 yoke can usually be used to obtain satisfactory level of demagnetization. With the instrument in the AC mode, place the part across the poles and while the current is flowing slowly withdraw the part from the field to a distance of at least 18" before turning off the magnetizing current.

MAGNAFLUX[®]

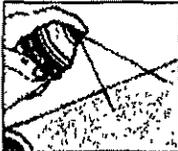
A Division of Illinois Tool Works Inc.

Warranty:

The Y-7 yoke is warranted against defective material and workmanship for 1 year. In the event service is required, the yoke must be returned, transportation prepaid, to our factory. The obligation of MAGNAFLUX Corporation is limited to the repair or replacement of the defective unit. No other obligation is expressed or implied. MAGNAFLUX Corporation assumes no liability from any claim arising from the use of this instrument.

As with all inspection equipment and mediums, proper training of operating personnel is the obligation of the user and is necessary for the proper and effective use of this instrument.

How to use



Preclean inspection area. Spray on Cleaner. Wipe off with cloth.



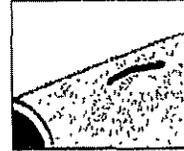
Place Yoke on test piece perpendicular to direction of suspected cracks



Energize Yoke. Magnetic field will form in test piece.



Apply magnetic powder or prepared bath while Yoke is energized.



Indications will form immediately.

Y-7 Yoke Operating Instructions

Revised: 05/4/2006 kg

www.magnaflux.com

MAGNAFLUX®

A Division of Illinois Tool Works Inc.

MATERIAL SAFETY DATA SHEET

MAGNAFLUX® Magnetic Particle 1 GRAY

1 IDENTIFICATION

Company MAGNAFLUX
Address 3624 West Lake Avenue, Glenview, Illinois 60026
Telephone No 847-657-5300. (Off-Hour Emergency Number - CHEMTREC - 1-800-424-9300)
Product Use Dry method magnetic particle inspection.
Packages 1 lb. plastic jar, 7 lb., 25 lb., and 45 lb. plastic pails.
NFPA Rating Health 1, Flammability 0, Reactivity 0
PIN (Canada) None
Revision Date April 12, 2005

2 HAZARDOUS INGREDIENTS

<u>Ingredient</u>	<u>Wt./Wt. %</u>	<u>CAS #</u>	<u>TLV</u>	<u>PEL</u>	<u>LD₅₀</u>	<u>LC₅₀</u>
NONE						

3 HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

Dusty and gritty powder which can mechanically irritate the eye and respiratory tract.

POTENTIAL HEALTH EFFECTS

Skin Contact Avoid prolonged skin contact
Eyes Gritty material may scratch eyeball
Inhalation over exposure by inhalation may cause respiratory irritation
Ingestion Unknown
Medical conditions known to be aggravated by exposure to product Repeated inhalation of dust can produce varying degrees of respiratory irritation or lung damage

4 FIRST AID

Skin Contact Wash with soap and water, use soothing lotion
Eyes Rinse carefully under upper and lower eyelids using plenty of water
Inhalation Seek medical attention if irritation persists
Ingestion Do not induce vomiting.
NOTE: In all severe cases, contact physician immediately. Local telephone operators can furnish number of regional poison control center

5 FIRE HAZARD

Conditions of flammability	None
Flash point	None
Flammable limits in air	None
Extinguishing media	None.
Special fire fighting procedures	None
Hazardous combustion products	None
Unusual fire hazards	None

6 ACCIDENTAL RELEASE MEASURES

Sweep up (For disposal, see Section 13)

7 HANDLING AND STORAGE

Avoid breathing dust
Keep dry

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

Controls None
Personal protection Respirator with filter if sprayed in enclosed, unventilated space

MAGNAFLUX[®]

A Division of Illinois Tool Works Inc.

9 PHYSICAL PROPERTIES

Initial boiling point (bulk)	Not applicable	Vapor pressure.	Not applicable
Percent volatile	None	Vapor density:	Not applicable
Density/sp. gravity	3.0 - 4.0	Evaporation rate	Not applicable
Water solubility.	0	Appearance:	Gray dusty powder
pH	Neutral	Odor.	None

10 STABILITY AND REACTIVITY

Stability.	Stable
Incompatibility:	Acids
Hazardous decomposition products.	None
Reactivity	None

11 TOXICOLOGICAL INFORMATION

Carcinogenicity	Contains no known or suspected carcinogens listed with OSHA, IARC, NTP, or ACGIH
Threshold limit value	5 mg/m ³ for respirable dust
WHMIS information (Canada)	According to available information, the ingredients have not been found to show reproductive toxicity, teratogenicity, mutagenicity, skin sensitization, or synergistic toxic effects with other materials.

12 ECOLOGICAL INFORMATION

No data is available on 1 Gray.

13 DISPOSAL

Dispose of as ordinary waste

RCRA	Not a hazardous waste
U.S. EPA Waste Number	None

14 TRANSPORTATION

U.S. DOT: 49 CFR 172.101 Hazardous Materials Table

	<u>Bulk</u>
Proper shipping name	None, not restricted
Hazard class or division	None
Identification No	None
Packing Group	None

15 REGULATORY INFORMATION

TSCA	All ingredients are listed in TSCA inventory
CERCLA	Not reportable
SARA TITLE III, Section 313	No reportable ingredients
California Proposition 65	Contains nothing on this list
WHMIS Class (Canada)	Not a controlled product

Note: This MSDS has been prepared to meet WHMIS (Canada) requirements with the exception of using 16 headings

16. OTHER INFORMATION

Revision Statement:	Section 3 and 4
Supersedes.	MSDS dated November 12, 2003

Prepared by	Tamie Simmons, R&D Manager
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A Division of Illinois Tool Works Inc.

MATERIAL SAFETY DATA SHEET

MAGNAFLUX® MAGNETIC PARTICLE 8A RED

1 IDENTIFICATION

Company: MAGNAFLUX
Address: 3624 West Lake Avenue, Glenview, Illinois 60026
Telephone No: 847-657-5300 (Off-Hour Emergency Number - CHEMTREC - 1-800-424-9300).
Product Use: Dry method magnetic particle inspection
Packages: 1 lb plastic jar, 7 lb, 25 lb., and 45 lb plastic pails
NFPA Rating: Health 1, Flammability 0, Reactivity 0
PIN (Canada): None
Revision Date: November 13, 2006

2 HAZARDOUS INGREDIENTS

<u>Ingredient</u>	<u>Wt./Wt. %</u>	<u>CAS #</u>	<u>TLV</u>	<u>PEL</u>	<u>LD₅₀</u>	<u>LC₅₀</u>
Iron oxide	5-10	1309-37-1	5 mg/m ³	5 mg/m ³	>5g/kg(oral/rat)	not avail.

3 HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW
Dusty and gritty powder which can mechanically irritate the eye.

POTENTIAL HEALTH EFFECTS

Skin Contact: Avoid prolonged skin contact
Eyes: Gritty material may scratch eyeball
Inhalation: Not significant
Ingestion: Unknown
Medical conditions known to be aggravated by exposure to product: None

4 FIRST AID

Skin Contact: Wash with soap and water, use soothing lotion
Eyes: Rinse carefully under upper and lower eyelids using plenty of water
Inhalation: None.
Ingestion: Do not induce vomiting

NOTE: In all severe cases, contact physician immediately. Local telephone operators can furnish number of regional poison control center

5 FIRE HAZARD

Conditions of flammability: None
Flash point: None
Flammable limits in air: None.
Extinguishing media: None.
Special fire fighting procedures: None
Hazardous combustion products: None
Unusual fire hazards: None.

6 ACCIDENTAL RELEASE MEASURES

Sweep up (For disposal, see Section 13).

7 HANDLING AND STORAGE

Avoid breathing dust.
Keep dry

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

Controls: None
Personal protection: Respirator with filter if sprayed in enclosed, unventilated space

MAGNAFLUX[®]

A Division of Illinois Tool Works Inc.

9. PHYSICAL PROPERTIES

<i>Initial boiling point (bulk):</i>	Not applicable	<i>Vapor pressure:</i>	Not applicable
<i>Percent volatile:</i>	None	<i>Vapor density:</i>	Not applicable
<i>Density/sp. gravity:</i>	3.0 - 4.0	<i>Evaporation rate:</i>	Not applicable
<i>Water solubility:</i>	0	<i>Appearance:</i>	Reddish brown dusty powder
<i>pH:</i>	Neutral	<i>Odor:</i>	None

10. STABILITY AND REACTIVITY

<i>Stability:</i>	Stable
<i>Incompatibility:</i>	Acids
<i>Hazardous decomposition products:</i>	None
<i>Reactivity:</i>	None

11. TOXICOLOGICAL INFORMATION

<i>Carcinogenicity:</i>	Contains no known or suspected carcinogens listed with OSHA, IARC, NTP, or ACGIH.
<i>Threshold limit value:</i>	5 mg/m ³ for respirable dust.
<i>WHMIS information (Canada):</i>	According to available information, the ingredients have not been found to show reproductive toxicity, teratogenicity, mutagenicity, skin sensitization, or synergistic toxic effects with other materials.

12. ECOLOGICAL INFORMATION

No data is available on 8A Red.

13. DISPOSAL

Dispose of as ordinary waste.

<i>RCRA:</i>	Not a hazardous waste
<i>U.S. EPA Waste Number:</i>	None

14. TRANSPORTATION

<i>U.S. DOT:</i>	49 CFR 172.101 Hazardous Materials Table
<i>Proper shipping name:</i>	Bulk None, not restricted
<i>Hazard class or division:</i>	None
<i>Identification No.:</i>	None
<i>Packing Group:</i>	None

15. REGULATORY INFORMATION

<i>TSCA:</i>	All ingredients are listed in TSCA Inventory.
<i>CERCLA:</i>	Not reportable
<i>SARA TITLE III, Section 313:</i>	No reportable ingredients
<i>California Proposition 65:</i>	Contains nothing on this list
<i>WHMIS Class (Canada):</i>	Not a controlled product.

Note: This MSDS has been prepared to meet WHMIS (Canada) requirements with the exception of using 16 headings

16. OTHER INFORMATION

<i>Revision Statement:</i>	Review
<i>Supersedes:</i>	MSDS dated November 12, 2003

Prepared by: Tarnie Simmons, R&D Manager

FEDERATED

Project: _____
Model: _____
Serial #: _____
Date: _____

TOWER CRANE DAILY INSPECTION LOG

	GOOD	REPAIR
(1) All control mechanism for maladjustments	_____	_____
(2) Boom angle indicator	_____	_____
(3) Boom stop	_____	_____
(4) Boom kick out device	_____	_____
(5) Anti-two block devices	_____	_____
(6) Load moment indicator	_____	_____
(7) Pressurized hoses (air, hydraulic and others) for leaks	_____	_____
(8) Diesel Fuel Level	_____	_____
(9) Wire rope reaving	_____	_____
(10) Hydraulic fluid level	_____	_____
(11) Check boom dog	_____	_____
(12) Check engine oil level	_____	_____
(13) Emergency Stop	_____	_____

Comments:

Initials _____ Print Name _____

TOWER CRANE LOG

SHEET 1

SERIAL NO

MAKE & MODEL

MONTH & YEAR

DETACH AND RETURN TO OFFICE AT END OF MONTH

INSPECT DAILY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
LOAD INDICATOR																																
BOOM UP LIMIT SWITCH																																
CONTROLS																																
HYDRAULIC OIL LEVEL																																
ANTI-2 BLOCKS																																
ENGINE OIL LEVEL																																
BOOM DOWN LIMIT																																
HORN																																
BOOM RADUIS GAUGE																																
AIR PRESSURE																																
BOOM DOG																																
OVERALL CLEANINESS																																
HOIST BRAKES																																
BOOM BRAKES																																
SWING BRAKES																																
HOURS WORKED																																
SHIFT # 1																																
SHIFT # 2																																

ROPE & FITTINGS	INSPECT EACH MONTH	TOWERS
MAIN HOIST	REVOLVING FRAME	CONNECTING BOLTS
AUXILIARY HOIST	BOOM FOOT LUGS AND PINS	LADDERS
BOOM HOIST	TT BEARING BOLTS	HANDRAILS
PENDANTS & SOCKETS	SWING PINION RETAINING BELTS	ANCHOR BOLTS
BOOM SUSPENSION	A-FRAME LUGS AND PINS	CLIMBERS
JIB SUSPENSION	COUNTERWEIGHT CABLES	ALL BOLTS
ALL SHEAVES & SHEAVE GUARDS	COUNTERWEIGHT & PINS	ALL PINS
DEFLECTOR ROLLERS	COUNTERWEIGHT TROLLEYS	CYLINDERS
HOOKS & HOOK BLOCKS.	WINCH & ENGINE MOUNTING FOLTS	CONTROL VALVE
ALL DRUMS	SPLIT DECK PINS	HYDRAULIC HOSES
BOOM	JIB OR TIP EXTENSION	COLLARS
BOOM FOOT & PINS	JIB CHORDS & LACING	CONNECTION BOLTS
BOOM CHORDS & LACING	JIB SPLICE PINS & LUGS	STRUT PINS
BOOM SPLICE PINS & LUGS	JIB POINT & SHEAVES	WEDGES OR SHIMS
BOOM POINT SHEAVES	JIB MAST & PINS	COLLAR SECURE METHODS
BOOM BACKTOPS	JIB FOOT & PINS	

INSPECT EACH WEEK	WK 1	WK 2	WK 3	WK 4	WK 5
PUMP DRIVE OIL LEVEL					
AIR COMPRESSOR					
OIL COOLER					
RADIATOR & COOLANT LEVEL					
BATTERIES					
ALL WATER HOSES					
ALL HYDRAULIC HOSES					
ALL FAN & ALT BELTS					
MUFFLER & EXHAUST SYSTEM					
AIR FILTERS					

HOIST ROPE INSTALLED		
DAY	MONTH	YEAR

CLIMBING DATE		
DAY	MONTH	YEAR

OPERATOR'S SIGNATURE _____

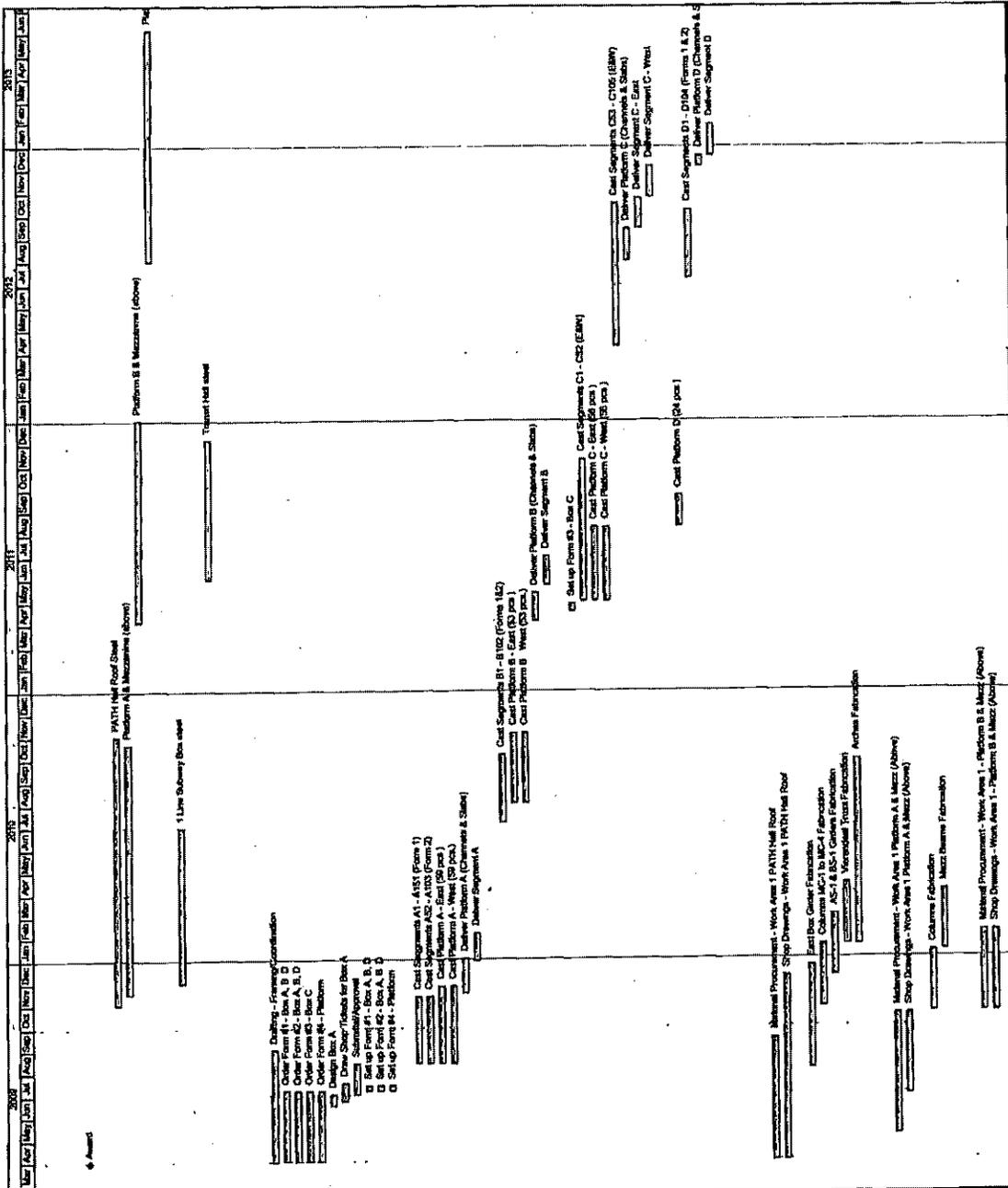
SUPERVISOR'S SIGNATURE _____

CHECKS-OK X-NEEDS ATTENTION

SERVICE & CORRECTIVE ACTIONS

SHEET 2

	SERIAL NUMBER	CD #	MAKE & MODEL	MONTH & YEAR
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				



Activity Name	Start	Finish	Original Duration
Milestones			
Award	Mar-08	Mar-08	0
Work Area 1			
A130 PATH Hall Roof Steel	Mar-08	Mar-08	243
A131 Platform A & Mezzanine (above)	Mar-08	Mar-08	243
A132 Platform B & Mezzanine (above)	Mar-08	Mar-08	243
A133 Platform C, D & Mezzanine (above)	Mar-08	Mar-08	243
Work Area 2			
A134 1 Line Subway Box steel	Dec-08	Jan-09	152
Work Area 3			
A135 Transit Hall steel	Jan-11	Dec-11	335
Submittals, Shop Drawings & Fabrication			
A136 Drawing - Framing Coordination	Mar-09	Apr-09	110
A137 Order Form #1 - Box A, B, D	Apr-09	Apr-09	68
A138 Order Form #2 - Box A, B, D	Apr-09	Apr-09	68
A139 Order Form #3 - Box C	Apr-09	Apr-09	68
A140 Order Form #4 - Platform	Apr-09	Apr-09	68
A141 Design Box A	Apr-09	Apr-09	17
A142 Draw Shop Details for Box A	Apr-09	Apr-09	31
A143 Set up Form #1 - Box A, B, D	Apr-09	Apr-09	3
A144 Set up Form #2 - Box A, B, D	Apr-09	Apr-09	3
A145 Set up Form #3 - Platform	Apr-09	Apr-09	3
A146 Cast Segrments A1 - A151 (Form 1)	Apr-09	Nov-09	65
A147 Cast Segrments A2 - A153 (Form 2)	Apr-09	Nov-09	65
A148 Cast Platform A - East (30 pack)	Apr-09	Nov-09	65
A149 Deliver Platform A (Chambers & Slabs)	Apr-09	Nov-09	65
A150 Deliver Segment A	Apr-09	Feb-10	24
A151 Cast Segrments B1 - B102 (Form 1&2)	Apr-09	Oct-09	68
A152 Cast Platform B - East (30 pack)	Apr-09	Nov-09	68
A153 Cast Platform B - West (30 pack)	Apr-09	Nov-09	68
A154 Deliver Platform B (Chambers & Slabs)	Apr-09	Nov-09	68
A155 Deliver Segment B	Apr-09	Nov-09	28
A156 Set up Form #3 - Box C	Apr-09	Apr-09	1
A157 Cast Segrments C1 - C32 (E&W)	Apr-09	Apr-09	72
A158 Cast Platform C - East (30 pack)	Apr-09	Apr-09	72
A159 Cast Platform C - West (30 pack)	Apr-09	Apr-09	72
A160 Deliver Platform C (Chambers & Slabs)	Apr-09	Apr-09	72
A161 Deliver Segment C - East	Apr-09	Apr-09	30
A162 Deliver Segment C - West	Apr-09	Apr-09	30
A163 Cast Platform D (30 pack)	Apr-09	Apr-09	31
A164 Cast Segrments D1 - D104 (Form 1 & 2)	Apr-09	Apr-09	31
A165 Deliver Platform D (Chambers & Slabs)	Apr-09	Apr-09	31
A166 Deliver Segment D	Apr-09	Apr-09	30
Structural Steel			
A167 Material & Shop Drawings	Mar-09	Mar-09	120
A168 Work Area 1 PATH Hall Roof	Mar-09	Mar-09	120
A169 Shop Drawings - Work Area 1 PATH Hall Roof	Mar-09	Mar-09	120
A170 Fabrication	Mar-09	Mar-09	120
A171 East Box Girder Fabrication	Mar-09	Mar-09	100
A172 Column MC1 to MC4 Fabrication	Mar-09	Mar-09	100
A173 AS-1 & BS-1 Column Fabrication	Mar-09	Mar-09	100
A174 Variable Truss Fabrication	Mar-09	Mar-09	100
A175 Arch Fabrication	Mar-09	Mar-09	100
Work Area 1 - Platform A & Mezz (Above)			
A176 Material Procurement - Work Area 1 Platform A & Mezz (Above)	Mar-09	Mar-09	24
A177 Shop Drawings - Work Area 1 Platform A & Mezz (Above)	Mar-09	Mar-09	24
A178 Column Fabrication	Mar-09	Mar-09	24
A179 Mezz Beams Fabrication	Mar-09	Mar-09	24
A180 Material Procurement - Work Area 1 Platform B & Mezz (Above)	Mar-09	Mar-09	24
A181 Shop Drawings - Work Area 1 Platform B & Mezz (Above)	Mar-09	Mar-09	24
A182 Column Fabrication	Mar-09	Mar-09	24
A183 Mezz Beams Fabrication	Mar-09	Mar-09	24
Work Area 2 - Platform B & Mezz (Above)			
A184 Material Procurement - Work Area 2 Platform B & Mezz (Above)	Mar-09	Mar-09	24
A185 Shop Drawings - Work Area 2 Platform B & Mezz (Above)	Mar-09	Mar-09	24
A186 Column Fabrication	Mar-09	Mar-09	24
A187 Mezz Beams Fabrication	Mar-09	Mar-09	24

1200 MacArthur Blvd
 Mahwah, NJ
 201 377 3100

LOGIC
 SCHEDULEMANAGER

DGM
 EXECUTIVE CONSULTANTS

Page 1 of 3

WTC Transportation Hub
 BAFO Proposal Schedule

BAFO

WTC1 ver 3.3/16/09

Print Date: Mar-16-09 12:01
 © Primavera Systems, Inc

Legend:
 Remaining Work
 Milestone
 Completed Work
 Actual Milestone
 Critical Remaining Work
 Critical Milestones



March 4, 2009

Phoenix Constructors, JV
115 Broadway
18th Floor
New York, NY 10006

Attention: Mr. Javed Qureshi, Contract Administrator

We are pleased to learn that our client, DCM Erectors, is being considered for the World Trade Center Transportation Hub project.

DCM has been a client of Maple Trade Finance Inc. since August 2005 during which time we have had the opportunity to provide DCM with the financing for a number of significant projects in New York, Canada and the Bahamas.

Maple Trade Finance is a wholly owned subsidiary of the Maple Financial Group; a Canadian based global financial organization with over \$50 Billion in assets and offices worldwide. With access to the asset base of the Maple Group, through Maple Bank GmbH, we offer our clients an unparalleled opportunity to acquire financing for domestic and export projects.

We welcome the opportunity to provide DCM with the financing necessary, within the parameters of their existing credit facility, to ensure the successful completion of this and/or other projects. However, the extent of our financial involvement is dependent upon and subject to an assessment of the project and our standard due diligence.

Please do not hesitate to contact us if we can be of further assistance.

Regards,
Maple Trade Finance Inc.

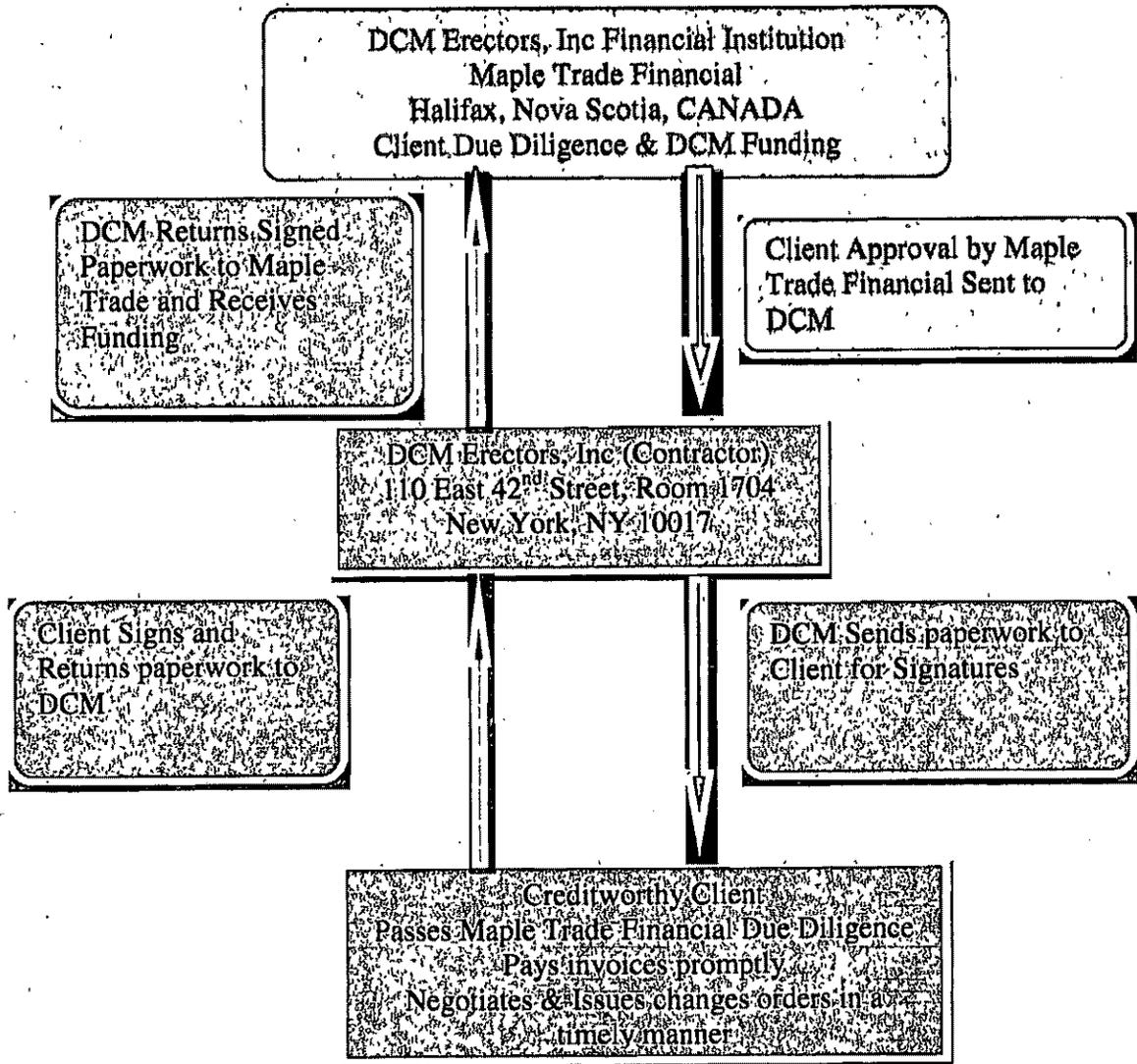
Carole-Ann Miller
President

Cc. Larry Davis, DCM Erectors



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

March 11, 2009



DCM Erectors, Inc receives its short term funding through Maple Trade Financial. Maple Trade Financial receives insurance on our receivables through Export Development Canada. Maple Trade Financial performs due diligence upon a DCM Client to determine creditworthiness. After client approval, DCM Erectors, Inc prepares documents for client signature. Client executes the documents and returns to DCM Erectors, Inc. DCM Erectors, Inc returns the executed documents to Maple Trade Financial and receives funding. The process occurs on a monthly basis.

Qureshi, Javed

From: Jeff Gannett [jeff@dcmerectors.com]
Sent: Tuesday, March 17, 2009, 7:39 AM
To: Qureshi, Javed
Cc: Kremmidas, Sara
Subject: WTC Bid Package 20 Labor rates
Attachments: 801-E054.WTC PKG 20, LABOR RATES.xls

Javed/Sara:

Something else I remembered early this am that you also wanted with our BAFO.

Jeff Gannett, Vice President
DCM Erectors, Inc
110 East 42nd Street
Room 1704
New York, NY 10017
212-599-1603/1615(FAX)
917-921-2697

3/17/2009

WTC PKG 20

DATE

3/17/2009 8:02

BID NUMBER; 801-E054

OCIP LABOR RATES

TO JUNE 30, 2009 TO JUNE 30, 2010 TO JUNE 30, 2011 TO JUNE 30, 2012 TO JUNE 30, 2013

GENERAL FOREMAN	REGULAR TIME	\$ 165.83	\$ 174.12	\$ 182.83	\$ 191.97	\$ 201.57
	PREMIUM TIME	\$ 241.46	\$ 253.53	\$ 266.21	\$ 279.52	\$ 293.50
	DOUBLE TIME	\$ 317.10	\$ 332.96	\$ 349.60	\$ 367.08	\$ 385.44
IRONWORKER	REGULAR TIME	\$ 155.47	\$ 163.24	\$ 171.41	\$ 179.98	\$ 188.97
	PREMIUM TIME	\$ 225.93	\$ 237.23	\$ 249.09	\$ 261.54	\$ 274.62
	DOUBLE TIME	\$ 296.40	\$ 311.22	\$ 326.78	\$ 343.12	\$ 360.28
APPRENTICE	REGULAR TIME	\$ 103.32	\$ 108.49	\$ 113.91	\$ 119.61	\$ 125.59
	PREMIUM TIME	\$ 147.71	\$ 155.10	\$ 162.85	\$ 170.99	\$ 179.54
	DOUBLE TIME	\$ 192.09	\$ 201.69	\$ 211.78	\$ 222.37	\$ 233.49
CRANE OPERATOR	REGULAR TIME	\$ 156.83	\$ 164.67	\$ 172.91	\$ 181.55	\$ 190.63
	PREMIUM TIME					
	DOUBLE TIME	\$ 288.18	\$ 302.59	\$ 317.72	\$ 333.60	\$ 350.28
OILER	REGULAR TIME	\$ 125.40	\$ 131.67	\$ 138.25	\$ 145.17	\$ 152.42
	PREMIUM TIME					
	DOUBLE TIME	\$ 229.28	\$ 240.74	\$ 252.78	\$ 265.42	\$ 278.69
OPERATOR, GENETATOR, COMPRESSOR, WELDING MACHINES	REGULAR TIME	\$ 102.92	\$ 108.07	\$ 113.47	\$ 119.14	\$ 125.10
	PREMIUM TIME					
	DOUBLE TIME	\$ 188.95	\$ 198.40	\$ 208.32	\$ 218.73	\$ 229.67
SURVEY CREW CHIEF	REGULAR TIME	\$ 135.59	\$ 142.37	\$ 149.49	\$ 156.96	\$ 164.81
	PREMIUM TIME	\$ 191.28	\$ 200.84	\$ 210.89	\$ 221.43	\$ 232.50
	DOUBLE TIME	\$ 245.84	\$ 258.13	\$ 271.04	\$ 284.59	\$ 298.82
INSTRUMENT MAN	REGULAR TIME	\$ 108.14	\$ 113.55	\$ 119.22	\$ 125.19	\$ 131.44
	PREMIUM TIME	\$ 152.55	\$ 160.18	\$ 168.19	\$ 176.60	\$ 185.43
	DOUBLE TIME	\$ 195.90	\$ 205.70	\$ 215.98	\$ 226.78	\$ 238.12
RODMAN	REGULAR TIME	\$ 86.42	\$ 90.74	\$ 95.28	\$ 100.04	\$ 105.04
	PREMIUM TIME	\$ 120.76	\$ 126.80	\$ 133.14	\$ 139.79	\$ 146.78
	DOUBLE TIME	\$ 154.03	\$ 161.73	\$ 169.82	\$ 178.31	\$ 187.22

DCM



2nd Step RFP Final Meeting
 March 12, 2009
 Time:

RFP/CONTRACT NO.: W0TC-GC1-2-KN00186-020
 Station Construction and Transit Hall Structure to Grade

Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

Vender	Attendee	E-Mail	Phone / Cell #	Code	
				M B E	W B E
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DCM	Barry King	bking@asda.ca	416-241-6967		
DCM	Richard	DCM DIRECTORS.COM	917-576-9182		
DCM	LD	DCM DIRECTORS.COM			
DCM	Jeff Gannett	jeff@domerectors.com			
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PCJV	BRIAN PETERS	BRINN.PETERS@BOUISLENDLEASE.COM			
PCJV	TOM CULLINS	tom.cullins@fluor.com			
PA	Ron DeVito	rondevito@panynj.gov			
MLSE/WTC	Dave Puza	dpuza@panynj.gov			
PB-URS	PHILIP CAMILLETI	camilleti@pb-urs.com			
PCJV	Tray Milderboyer	tray.milderboyer@phoenixconstructors.com			
PA	SAVERIO LEONE	SLEONE@PANYNJ.GOV			



RFP/CONTRACT NO.: W0TC-GC1-2-KN00188-020
Station Construction and Transit Hall Structure to Grade

2nd Step RFP Final Meeting
March 12, 2009
Time:

Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

Vender	Attendee	E-Mail	Phone / Cell #	Code	
	Will DeCamp	will.decamp@bovalendlease.com	646.467.7103	M B E	W B E
PCJV	BRIAN REILLY	brian.reilly@phoenixconstructors.com			
PCJV	Vito Moschetti	Vito.Moschetti@glinc.com			
PCJV	Patrick Ward	PATRICK.WARD@PHOENIXCONSTRUCTORS.COM			
PCJV	Patrick Muller	Patrick.Muller@PhoenixConstructors.com			
PCJV	JAVED SUNESH				
PCJV	SARA KREMMIDAS				
PCJV	WALT SANKIN	walter.sankin@phoenixconstructors.com	646.467-7122		
PCJV	Sharon Quinn	Sharon.quinn@phoenixconstructors.com	646-467-7126		
PA-Procurement	Shamsell ABDILL	Sabail@panynj.gov	22-435-5696		
PA-Procurement	Patricia Cose	pcose@panynj.gov	212-435-3917		
Thacher Assoc. PA-OIG	Kenneth J. Casado	kenneth@thacherassociates.com	212-945-7510		
PCJV	ERNEST MORRISSEY				
PCJV	Mike McLoughlin	michael.mcloughlin@shanska.com	646.467-7107		
PCJV	JEFFREY BARNETT	Jeffrey.barnett@FLWR.com			



DCU
3/12/09

**RFP/CONTRACT NO.: W0TC-GC1-2-KN00186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE
FURNISH, FABRICATE AND ERECT STRUCTURAL STEEL, INTUMESCENT
FIRE RESISTANT COATING, METAL DECK AND PRECAST CONCRETE WORK**

AGENDA

**Final Meeting with Selected Prime Offerors
Dated March 12 & 13, 2009**

Location: Phoenix Constructors JV 115 Broadway, 18th Floor New York, NY 10006

1. Commercial Proposal [45 minutes]

- Bonding – WDC / WS / SQ
- Missing Line Items – WDC / JQ / SK
- Commercial Clarifications / Exclusions – WDC / WS / PM / JQ / SK
- Unit Prices – PW (VM)
- Pricing Review
 - Intumescent Cost – application procedure (shop vs. field)
 - Steel Material Cost – ~~excision~~ *ADJ*
 - Steel Labor
 - OCIP – confirmation Workers' Comp & General Liability are excluded from price

2. Bid Scope Review and Clarifications [30 minutes]

- Offeror's Responses to Questions – Various
 - Safety – JB / CR
 - Quality Control – TT (EM)
- WP8 Deletions & WP21 Clarifications – WDC / JQ / SK

3. Material Quantities / Bust Review [30 minutes] – PW (VM) / JQ

4. Changes To Exhibit 2A (Pricing) [20 minutes] – JQ

5. Technical Proposal / Presentation [45 minutes]

- Means & Methods (Logistics, Phasing, Crane Plans) – LS/ BR/GS/JS/ MML
- Schedule and Work Hours – LS/ BR/GS/JS/ MML
- Technical Clarifications / Exclusions – LS/BR/GS/JS/MML/BP

6. Any New / Additional Information for the Offerors [20 minutes] – LS/BR/GS/JS/MML

- Alternate Methods

7. Review Next Steps [15 minutes] – WDC

DCM
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FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK

WP20 - Steel: Questions for DCM

GENERAL QUESTIONS (For all Offerors) & DCM RESPONSES

1.	Is the subcontractor committed to complying with the PCJV requirement for fall protection when working above a height of 6'? [DCM Response] Yes.
2.	The Inspector General and PCJV review of your safety record have indicated a higher than average number of Total Recordable and Lost Workday Incidents. Please comment on your safety record. [DCM Response] We would like to review the safety records that are being cited. We do not believe that our records are beyond acceptable limits. We have had issues on past projects in which incorrect safety records were being review (there are companies with similar names to ours, which has caused incorrect safety records to be attached to DCM Erectors). We perform complex erection and employ large number of workers. We have had situations in the past working on projects with insurance wrap up programs where workers take advantage of the wrap up policy. We have in-house lawyers to fight every case reported under wrap up policies. Our attorneys request being notified of every incident that is reported. Safety is number one to us. PCJV to provide IG's comments on DCM and numbers that are being reviewed. DCM to provide explanation and possible mitigation plan.
3.	When do you expect to connect the station plate girders and spine to the East Box Girder. How does this relate to concrete work at plaza level and to removal of shoring. Explain your understanding of engineering of the steel cambers as it relates to these subjects and shop detailing and fabrication. [DCM Response] Follow PCJV sequence other than the tie-in of girders. We would erect all steel prior to any concrete. Engineer cambers based on this and temporary shores. PCJV noted that shore towers are to remain until after PCJV has placed PATH roof concrete. PCJV also noted that Steel Subcontractor will be able to remove sections of PATH Hall crane platform in order to install the north and south girders (AS-1 and BS-1) and replace the platform after the girders are installed or the Steel Subcontractor would be able to install the north and south girders below crane platform.
4.	Two of the three bidders include information as to hiring a welding consultant. It is anticipated that the type and volume of welding will require a team, within the subcontractor's employ, to manage the qualification of welds, welder qualifications, supervision for fit-up, in-process welding supervision, mapping of welds, weld sampling/testing, and documentation. Will the welding consultant and welding support staff be full time at the project site for preconstruction activities and throughout construction? [DCM Response] Our welding consultant has indicated full time availability with his staff. The DCM in-house staff is fully available. At Tower One - how many on site CWIs? [DCM Response] Currently we are not working continuously at Tower One. We will have as many CWIs as needed; the CWIs will be hired by DCM (working directly for DCM). As reference, we had 65 welders at Goldman Sachs and 80 welders at NY Times.
5.	The bidders were advised that additional member splices likely would be required in order to comply with the capacities of the proposed cranes and crane platforms. Has the subcontractor performed an assessment of the load/capacity combinations and incorporated the cost of all additional splices in their proposal as required by the subcontractor's proposed means/methods/equipment? [DCM Response] We have stuck with what is shown on the drawings so far. The heaviest lift that we see as far as material to be lowered from Church St is approximately 130 tons. Is DCM aware of PA crane procedures? [DCM Response] Yes.
6.	Schedule: Due to the very confined site and logistics with other contracts and work areas please explain your approach to maintaining as much as possible a continuous work operation. [DCM Response] We do not see too much interference, but will coordinate our work with

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 COATING, METAL DECK & PRECAST CONCRETE WORK

	<p>PCJV: We would try to avoid swinging over other work areas, but if it needs to be done, we will develop a plan to safely accomplish this (warning horns, flaggers, etc.).</p>
7.	<p>The subcontractors have indicated the use of flat cars and track occupancy in order to execute their construction activities. Have the subcontractors incorporated the costs associated with PATH's language specific to work train utilization, probability of meeting track outage requests, and outage cancellations?</p> <p>[DCM Response] Yes. Do you understand that you cannot move rail cars from So. Plainfield to site.</p> <p>[DCM Response] Yes. We will work with PCJV to determine where loads can be transferred from our rail cars to PATH rail cars. We have included costs in our proposal for transferring material from our rail cars to PATH rail cars.</p>

DCM SPECIFIC QUESTIONS & RESPONSES

1.	<p>Clarify their position on the 6' fall tie off. Your safety cover sheet 5.5 states you "strictly enforce" Subpart R, but you intend to provide the means to the workers to follow essentially Subpart M 6 foot rule. What is in your commercial bid? Are the costs for complying with Subpart M covered?</p> <p>[DCM Response] We are committed to 6' fall protection. We have included 6' fall protection in our cost.</p>
2.	<p>Are ALL safety requirements 100% pass through to second, third, etc tier subcontractors?</p> <p>[DCM Response] Yes. PCJV note: All of DCM's subcontractors/lower tiers must submit paper work (prequalification questionnaires / background information), including IG paperwork (Forms 5.1, 5.2, and 5.3). PCJV to advise if this requirement applies to material suppliers.</p>
3.	<p>Do they intend having a full time dedicated safety professional on site all working hours? The safety professional must be solely dedicated to safety and cannot be a project manager who serves a dual role.</p> <p>[DCM Response] Yes. The safety professional will be someone other than a project manager. This is included in cost.</p>
4.	<p>"DCM Erectors, Inc has some Technical Items which we feel are restrictive and wish to discuss during our oral presentation." Please present all Technical Items at Orals and follow up in writing. Additionally, in body of proposal you state to the effect that you intend to build per AISC tolerances "notwithstanding" what is in drawings and specs. Please explain.</p> <p>[DCM Response] Many of these technical issues were answered in Addendum #18. We could not find some tolerance information, similar to issue on WP8. PA noted that the tolerance issue has been clarified through the RFC process.</p>
5.	<p>DCM Milestone Dates: Path Hall Roof: Start 11/2/09 Complete 8/19/11 1 Line: Start 11/2/09 Complete 8/19/11 Transit Hall: Start 4/5/10 Complete 8/9/12</p> <p>The start and complete dates provided in the DCM proposal are considerably different than the RFP Milestone dates. Please verify if it is the intent to deviate from the RFP Milestone Dates.</p> <p>[DCM Response] We realized that the schedule that was provided in the Technical Proposal did not meet milestones. We have updated the schedule accounting for additional work shifts and we present today a revised schedule that does meet the milestone dates. We recognized that we made an error in the Technical Proposal and we have provided corrected schedule. There is no commercial effect of this change to the schedule.</p>
6.	<p>Means & methods Plan: Please provide information on work schedule (i.e. workdays per week, shifts/workday, hours/shift, etc.) for Work Area 1, Work Area 2, and Work Area 3. Additionally, you did not quantify PATH partial outages or full station closures, nor NYCT GO's for performing the work. Explain how you intend to perform the work in the PATH station and over and within NYCT 1 line.</p> <p>[DCM Response] We have provided shift information in the presentation today. DCM has carried cost for either using the 6-week shut down or not.</p>

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	PCJV will need to discuss 6-week shut down with DCM in a different venue.
7.	Has time for intumescent coating been included in the schedule that you provided? Explain the scope of intumescent coating as you understand it in Work Areas 1, 2 and 3. [DCM Response] Yes.
8.	Do they propose full size trial assemblies off site? [DCM Response] Trial assemblies are guaranteed, particularly when one fabricator mates to another fabricator. These trial assemblies would be performed in our staging yard (So. Plainfield, NJ).
9.	Means & Methods: 5 th paragraph, 4 th sentence; "Precast and steel for platforms in Path Area will be loaded on railcars at our yard and shipped to Path rail access area for inspection and transport to unloading area at site." Is shipping from your yard to path rail access area included in DCM's proposal? Explain your understanding of shipping steel to the site, including whether the proposed Marshalling Yard is essential to your plan. Clarify what your commercial proposal is based on. [DCM Response] (See previous response regarding transporting material via rail to the jobsite). DCM is not planning on using the PCJV Marshalling Yard. We have our own yard that we are planning to use; we need to use our So. Plainfield, NJ yard. Using the PCJV Marshalling Yard is not in our system and would result in a greater cost for us.
10.	Your annual construction volumes have increased from 32M in 04 to 166M in 2009. How would award of Options A, B, or C affect your company organization and size? [DCM Response] We have worked in NYC a long time; we have a long list of foremen who have worked with us. In Canada we have had over 1,000 men in field at one time. Volume is not an issue – we have the fabrication shop, the holding/marshalling yards, and the manpower. We are currently talking to enough suppliers to be over supplied for this project. In working on Tower One and Tower Four, we will have the advantage of manpower issues – we would be able to pull workers from the other WTC projects to staff off-hours work. How much of your (Larry Davis') time will be dedicated to the project? [DCM Response] Larry Davis would spending 100% of his time between all projects on the WTC site.
11.	Have they selected all their team members, or is that only going to happen when they go and "buyout the job" [DCM Response] DCM is planning on spreading the fabrication through many shops in order to benefit many fabricators during this economy. Final agreements are not in place yet, but we have prices from the fabricators that we have presented on our org. chart.
12.	What local presence will there be if any fabrication is done outside of the USA? Will this person be an employee or hired consultant? What experience have they had recently with importing material from overseas to the eastern seaboard of the USA? [DCM Response] DCM has experience working with foreign fabricator on WP8. DCM will have people in Spain. DCM has performed work world-wide, dealing with foreign fabricators in Mexico, Africa, and India.
13.	On Form 2A Bid Breakdown; Explain the costs you list under Engineering. For information, the intent of the engineering line item is to capture costs involved in detailing the steel including engineering of cambers to suit your erection sequence, costs involved in designing temporary structures, and purely engineering (but not drafting) costs involved in preparing shop drawings. no other costs are intended to be represented in this category; Advise whether this is what is presented in your form 2A. [DCM Response] All engineering and drafting was included in this line item because engineering and drafting is interrelated. DCM can break down this item between engineering drafting.
14.	Did DCM give thought to alternate means? [DCM Response] Yes, we did consider the use of tower cranes. We would need to further study the capacities of tower cranes. We were looking at a FAVCO 1280, however we are not comfortable with this option yet. There are many heavy picks. There is more flexibility with the crawler cranes because they can move – It is easy to walk crawler cranes on mats.

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15.	<p>Means and Methods on Transit Hall – explain difficulty with erecting the north and south sections first. What is the impact? [DCM Response] The issue with erecting the north and south sections of the Transit Hall first in lieu of the east and west ends first relates to the sizes of pieces and the proposed ramp. The ramp would need to be extended further to the east and west ends in order to erect the east and west arches. Also, if we could erect the first level of the east and west sections, then we could start the welding in these sections while we work on the north and south sections. However, we can make the schedule if had to follow sequence in contract documents.</p>
16.	<p>Who are the firms that you are seeking to use as M/WBE? [DCM Response] Names of firms were presented today in presentation. PCJV comment that firms need to be PA certified M/WBEs. PCJV can assist in the certification process if the company information is submitted. If firms do not receive PA certification, DCM will need to develop a contingency plan for meeting the 17% M/WBE goal.</p>
17.	<p>1-Line: What is elevation for cranes in East bathtub? [DCM Response] We can accommodate whatever the elevation of grade is at time the work is performed. However, we will need a proper, level, graded surface for the cranes.</p>
18.	<p>Briefly describe the sequence of tied arch construction and the 1-Line box. There is an issue with access for installing the invert beams – you need to be aware of limited access caused by bracing and PCJV's sequence for installation of the bracing. [DCM Response] We would build both arches simultaneously starting at the ends and working toward the middle. We would tie across with the roof beams as we erect the arches. We plan to feed the invert beams under the box after the tied arches are installed. We realize that this will be a tight area.</p>
19.	<p>Due to the size and nature of this project, we can expect changes as the shop drawings progress – what is DCM's action to keep costs and impacts to schedule to a minimum? We want to get away from the claim mindset. [DCM Response] We've been in the steel business all of our life – we are used to changes. We can handle changes quickly because we perform detailing in-house. If there is a change once a piece is fabricated, we can affect changes in our marshalling yard. On other projects, we have had a crew renovating a building while it is still being built because of tenant changes after the building was fabricated. We have a whole staff to handle changes – changes will not be an issue.</p>
20.	<p>If the area of the Transit Hall is at elevation 228 instead of elevation 240 – can you erect the 1-Line steel without any issues? [DCM Response] Yes.</p>
21.	<p>What is your current backlog in terms of dollar amounts of total contracts held? Are you currently chasing any other big work? [DCM Response] For 2009 - \$30-40M, for 2010 - \$40-50M. These are values for combined fabrication, erection, material, and labor. We currently need work for our field operations and for our engineering & drafting staff. Our sub-fabricators are dying for work. For our Tower One contract, if you take off \$65M for raw material costs, we have about \$150M left on the contract. We have no other big work and we are not currently chasing any other big work. We have an arrangement with the Canadian government to provide unlimited insurance on all receivables (provided that our client has strong financial and payment records – EDC will check our clients records). A meeting with EDC can be scheduled. DCM to provide additional financial information.</p>

ADDITIONAL QUESTIONS for DCM RESPONSE

1.	<p>What means will the subcontractor employ to ensure protection of work areas to permit progress on production welding during unfavorable weather conditions? <i>Full COCON2</i></p>
2.	<p>What means will the subcontractor employ to access elevated points of work? The number of work points may require more lifts than can be supported by existing and temporary structures.</p>

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3.	What is the anticipated peak manpower and provisions afforded for change shanties and administrative space.
4.	The bidders have indicated use of multiple fabricators. What means of expediting and tracking programs are to be maintained and what means of global expediting and quality assurance are to be provided?
5.	How do you plan to control the off site fabrication of steel and Precast units? a. Who will be in charge of this? b. How does he/she plan to interact with the suppliers? c. Who will be conducting the review and approval of the fabrication QC plans, procedures, WPS's, WPQR's, qualifications, material certs, etc. prior to submission to Phoenix QC? d. Will you have a shop presence? If so, at what percent of the time? Will this be a sub or an in house person? e. Who will be signing off the products prior to departure from the plant (authorization for shipment?)
6.	How do you plan to control on site erection, bolting, and welding? f. Who will be in charge of this? g. How does he/she plan to interact with the subs? h. Who will be reviewing the sub QC Plans, qualifications, procedures, inspection and testing reports, etc. prior to submission to Phoenix? i. Will the quality staff members be dedicated to quality alone? Or will they have other functions? j. Will the on site quality staff be in house or subcontracted personnel?
7.	Status of inspection control devices. a. What methods will you use to differentiate between inspected, not, inspected, rejected, and unfinished work? b. How will you confirm that an area has been complete and is ready for final inspection and turn over?
8.	What is their position on PCIV's send home policy for IDLH violations?
9.	In the event of a safety related incident is the full content of the ensuing investigation provided to PCIV?
10.	What turnaround period have they assumed for approval of shop drawings?
11.	How many shop drawings do they anticipate for the whole project
12.	What will be the maximum number of shop drawings they plan on submitting in one submission?
13.	Do they intend submitting every piece drawing and if so what size drawing?
14.	What turn around period have they assumed for answering RFI's?
15.	For coordination purposes what software, if any do they use to track submittals
16.	On page 1 of DCM's technical proposal item number 5.1.5, DCM states "DCM Erectors, Inc. utilizes Tekla's X-Steel...to gage progress and project actual versus desired project requirements." Does DCM intend to use Tekla on this project and if so, will DCM make this model available to other project stakeholders for 3D coordination purposes?
17.	Phasing Plans-- Please provide number of work trains to be provided by PCIV.
18.	Please supply us with a matrix showing percentage of the time each person will be working on the Hub along with their location NY field, etc.
19.	Are the Spanish fabricators going to use "FABTROL"?
20.	Lovett has listed a Partner plus two senior consultants. Are they full time on this project?
21.	Where will you be storing the pre-cast?
22.	Please supply us with a schedule that indicates what you have assumed as the status of the active station; G.O; station closed; closure etc.
23.	Your means and methods plan presented in the Technical Proposal seems to indicate access to the work area from the top of the I-Line box. This is not allowed. Please confirm that you do not need to access the work area from the top of the I-Line box.

Contractor		Hours Worked											
		Experience Modification Rate	Total Recordable Cases	Total Recordable Incident Rate	Restricted Recordable Cases	Restricted Recordable Rate	Lost Workday Cases	Lost Workday Rate	Fatalities	HSE Program	Safety Orientation Program	Pre-work meeting	Toolbox Meetings
National Average			5.6	2.4		3.2							
Phoenix Standard		<1.0	<0.6	<0.15		<0.0							
DCM Erectors Inc.													
2008		0.87							?	?	?	?	Health, Safety, and Environmental Pre-Qualification Questionnaire was not completed.
2007	352,470	1.05	44	24.97	21	11.92	5	2.84					OSHA 300A provided not adequate to determine qualification.
2006	254,580	1.32	21	16.50	0	0.00	5	3.93					Safety and Health Plan not included for review.
2005	244,325		18	14.73	15	12.28	3	2.46					

Is a high Insurance Modifier Rate and we would like to know what they intend to do to reduce the EMR

This points out that the Incident Rate is greater than the Bureau of Labor Statistics National rate and what they intend to do to reduce each. We should request that each provide proof of additional training for their employees prior to starting of work, demand that they assign a qualified and full time safety representative including a weekly insurance carrier representative visit, and a letter designating a site manager with the responsibility of safety.

DCM



2nd Step RFP Oral Presentation
Meeting March 5, 2009
Time: 7:30am

RFP/CONTRACT NO.: W0TC-GC1-2-KN00186-020
Station Construction and Transit Hall Structure to Grade.

Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

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PCJV	PATRICK MULLIN	PATRICK.MULLIN@phoenixconstructors.com	410-926-2946		
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PCJV	JAVED QURESHI	JAVED.QURESHI@BOVISLENDLEASE.COM			
PCJV	SARA KREMLIDAS				
MCSI/WTC	DAVE PUZA	dpuza@penynj.gov	(203)667-1410		
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PCJV	WALT SANKIN	walter.sankin@phoenixconstructors.com	646-467-7122		
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RFP/CONTRACT NO.: W0TC-GC1-2-KN00186-020
 Station Construction and Transit Hall Structure to Grade

2nd Step RFP Oral Presentation
 Meeting March 5, 2009

Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

Time: 7:30am

Vender	Attendee	E-Mail	Phone / Cell #	Code	
				M B E	W B E
DCM	Larry Avis	lavis@dcmerectors.com	917 921 2698		
"	Barry King	bking@asda.ca	416-241-6967		
Solarw/DCM, JV	Jeff Gannett	jeff@dcmerectors.com	917 921 2698	X	
DCM	Richard Colburn	Richard@DCMFACTORS.COM			
DCM	LARRY HOWARD	L.HOWARD@ASDA.CA			
DCM	John Scott	John.Scott@DCMFACTORS.COM			
DCM	Phil Lalonde	phil.lalonde@asda.ca			
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PHOENIX CONSTRUCTION	BRIAN PETERS	BRIAN.PETERS@BVISLENDLEASE.COM	917-578-5038		
PHX	Lennart Steurman	lennart.steurman@phoenixconstructors.com			

DCM 3/5/09
J

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STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE –
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK

WP20 – Steel: Questions for Offerors

GENERAL QUESTIONS (For all Offerors)

1.	Is the subcontractor committed to complying with the PCJV requirement for fall protection when working above a height of 6'?
2.	The Inspector General and PCJV review of your safety record have indicated a higher than average number of Total Recordable and Lost Workday Incidents. Please comment on your safety record.
3.	When do you expect to connect the station plate girders and spine to the East Box Girder. How does this relate to concrete work at plaza level and to removal of shoring. Explain your understanding of engineering of the steel cambers as it relates to these subjects and shop detailing and fabrication.
4.	Two of the three bidders include information as to hiring a welding consultant (D.L. McQuaid). It is anticipated that the type and volume of welding will require a team, within the subcontractor's employ, to manage the qualification of welds, welder qualifications, supervision for fit-up, in-process welding supervision, mapping of welds, weld sampling/testing, and documentation. Will the welding consultant and welding support staff be full time at the project site for preconstruction activities and throughout construction?
5.	The bidders were advised that additional member splices likely would be required in order to comply with the capacities of the proposed cranes and crane platforms. Has the subcontractor performed an assessment of the load/capacity combinations and incorporated the cost of all additional splices in their proposal as required by the subcontractor's proposed means/methods/equipment?
6.	Schedule: Due to the very confined site and logistics with other contracts and work areas please explain your approach to maintaining as much as possible a continuous work operation.
7.	The subcontractors have indicated the use of flat cars and track occupancy in order to execute their construction activities. Have the subcontractors incorporated the costs associated with PATH's language specific to work train utilization, probability of meeting track outage requests, and outage cancelations?

RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020
 STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE –
 FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
 COATING, METAL DECK & PRECAST CONCRETE WORK

DCM QUESTIONS

1.	Clarify their position on the 6' fall tie off. Your safety cover sheet 5.5 states you "strictly enforce" Subpart R, but you intend to provide the means to the workers to follow essentially Subpart M 6 foot rule. What is in your commercial bid? Are the costs for complying with Subpart M covered?
2.	Are ALL safety requirements 100% pass through to second, third, etc tier subcontractors?
3.	Do they intend having a full time dedicated safety professional on site all working hours? The safety professional must be solely dedicated to safety and cannot be a project manager who serves a dual role.
4.	"DCM Erectors, Inc has some Technical Items which we feel are restrictive and wish to discuss during our oral presentation." Please present all Technical Items at Orals and follow up in writing. Additionally, in body of proposal you state to the effect that you intend to build per AISC tolerances "notwithstanding" what is in drawings and specs. Please explain.
5.	DCM Milestone Dates: Path Hall Roof: Start 11/2/09 Complete 8/19/11 1 Line: Start 11/2/09 Complete 8/19/11 Transit Hall: Start 4/5/10 Complete 8/9/12 The start and complete dates provided in the DCM proposal are considerably different than the RFP Milestone dates. Please verify if it is the intent to deviate from the RFP Milestone Dates.
6.	Means & methods Plan: Please provide information on work schedule (i.e. workdays per week, shifts/workday, hours/shift, etc.) for Work Area 1, Work Area 2, and Work Area 3. Additionally, you did not quantify PATH partial outages or full station closures, nor NYCT GO's for performing the work. Explain how you intend to perform the work in the PATH station and over and within NYCT 1 line.
7.	Has time for intumescent coating been included in the schedule that you provided? Explain the scope of intumescent coating as you understand it in Work Areas 1, 2 and 3.
8.	Do they propose full size trial assemblies off site?
9.	Means & Methods: 5 th paragraph, 4 th sentence; "Precast and steel for platforms in Path Area will be loaded on railcars at our yard and shipped to Path rail access area for inspection and transport to unloading area at site." Is shipping from your yard to path rail access area included in DCM's proposal? Explain your understanding of shipping steel to the site, including whether the proposed Marshalling Yard is essential to your plan. Clarify what your commercial proposal is based on.
10.	Your annual construction volumes have increased from 32M in 04 to 166M in 2009. How would award of Options A, B, or C affect your company organization and size?
11.	Have they selected all their team members, or is that only going to happen when they go and "buyout the job"
12.	What local presence will there be if any fabrication is done outside of the USA? Will this person be an employee or hired consultant? What experience have they had recently with importing material from overseas to the eastern seaboard of the USA?
13.	On Form 2A Bid Breakdown; Explain the costs you list under Engineering. For information, the intent of the engineering line item is to capture costs involved in detailing the steel including engineering of cambers to suit your erection sequence, costs involved in designing temporary structures, and purely engineering (but not drafting) costs involved in preparing shop drawings. No other costs are intended to be represented in this category. Advise whether this is what is presented in your form 2A.

DCM

3/5/09

7^{PM} - 9⁴⁵ AM

RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT-FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK

WP20 - Steel: Questions for Offerors

GENERAL QUESTIONS (For all Offerors)

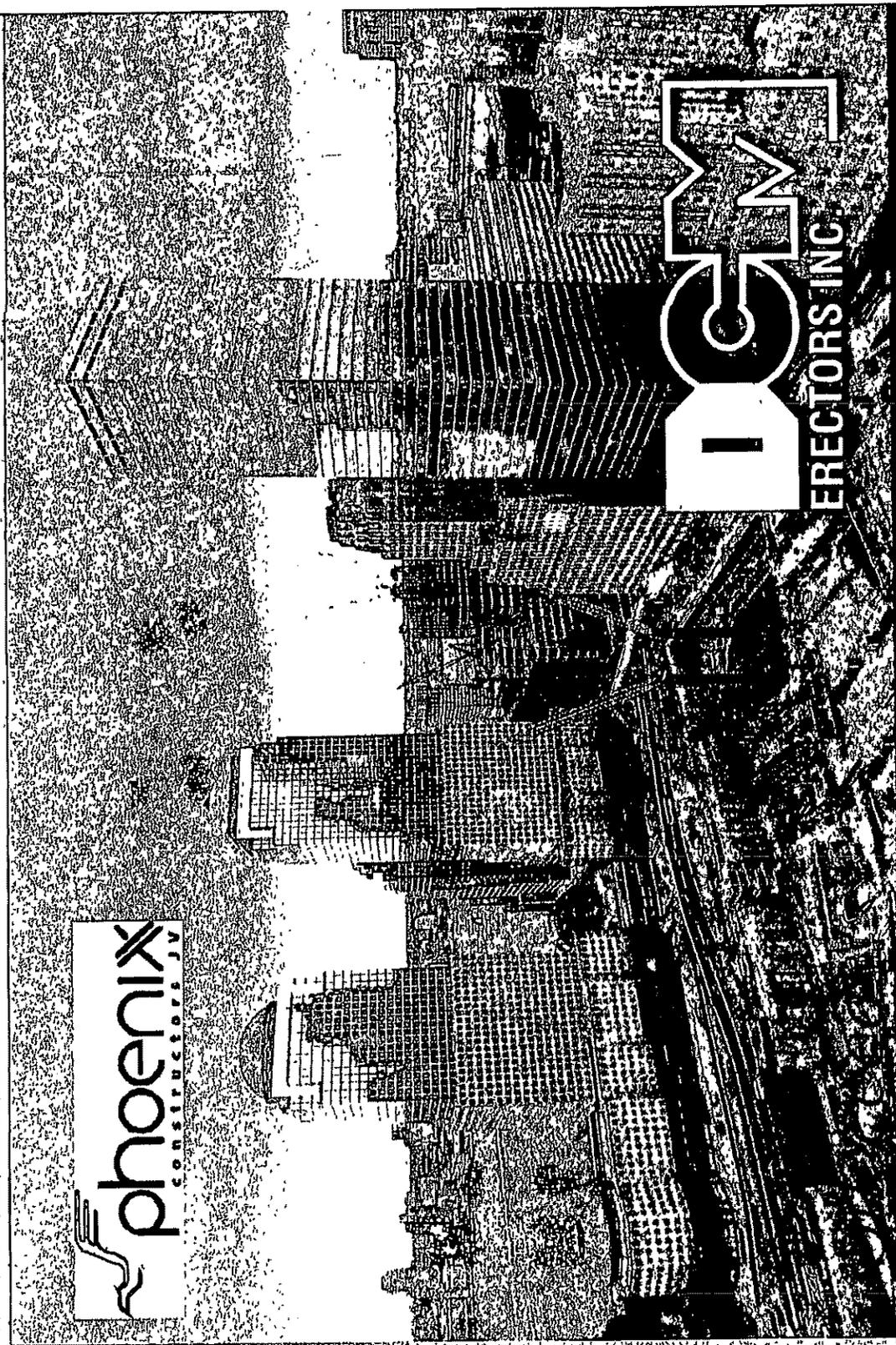
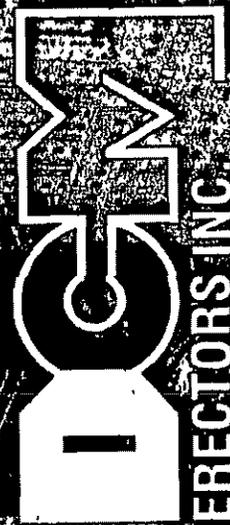
1.	Is the subcontractor committed to complying with the PCJV requirement for fall protection when working above a height of 6'?
2.	The Inspector General and PCJV review of your safety record have indicated a higher than average number of Total Recordable and Lost Workday Incidents. Please comment on your safety record.
3.	When do you expect to connect the station plate girders and spine to the East Box Girder. How does this relate to concrete work at plaza level and to removal of shoring. Explain your understanding of engineering of the steel cambers as it relates to these subjects and shop detailing and fabrication.
4.	Two of the three bidders include information as to hiring a welding consultant (D.L. McQuaid). It is anticipated that the type and volume of welding will require a team, within the subcontractor's employ, to manage the qualification of welds, welder qualifications, supervision for fit-up, in-process welding supervision, mapping of welds, weld sampling/testing, and documentation. Will the welding consultant and welding support staff be full time at the project site for preconstruction activities and throughout construction?
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RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020
 STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
 FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
 COATING, METAL DECK & PRECAST CONCRETE WORK

DCM QUESTIONS

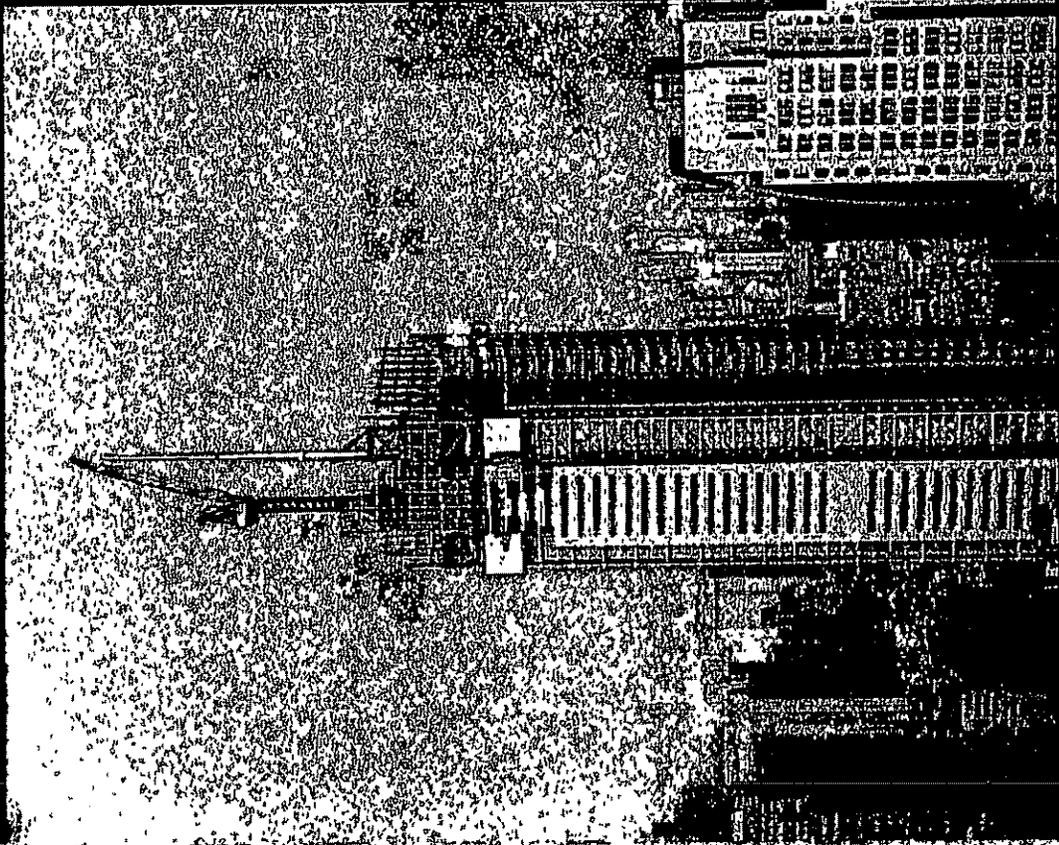
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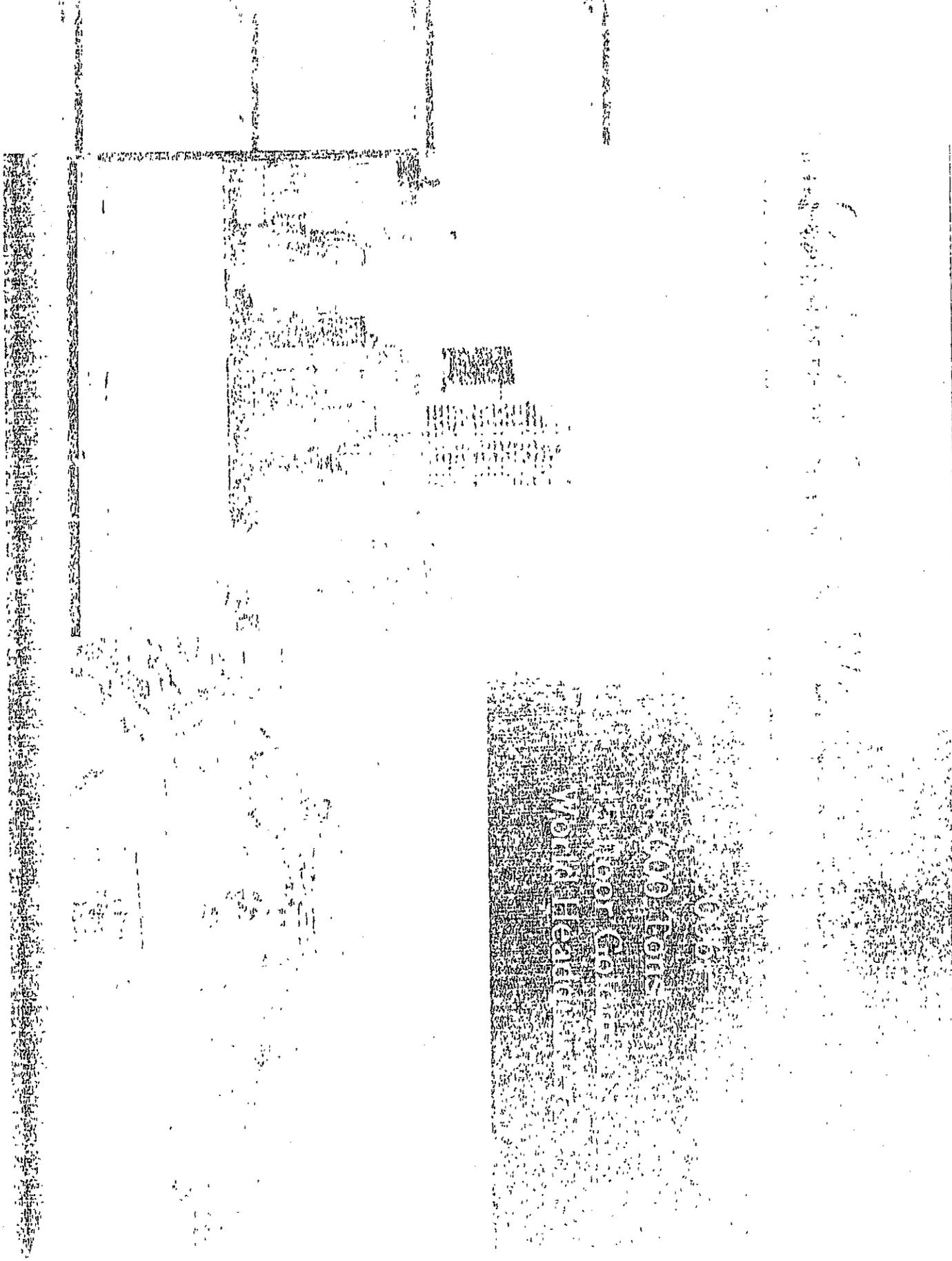
WTC Transportation Hub Package 20



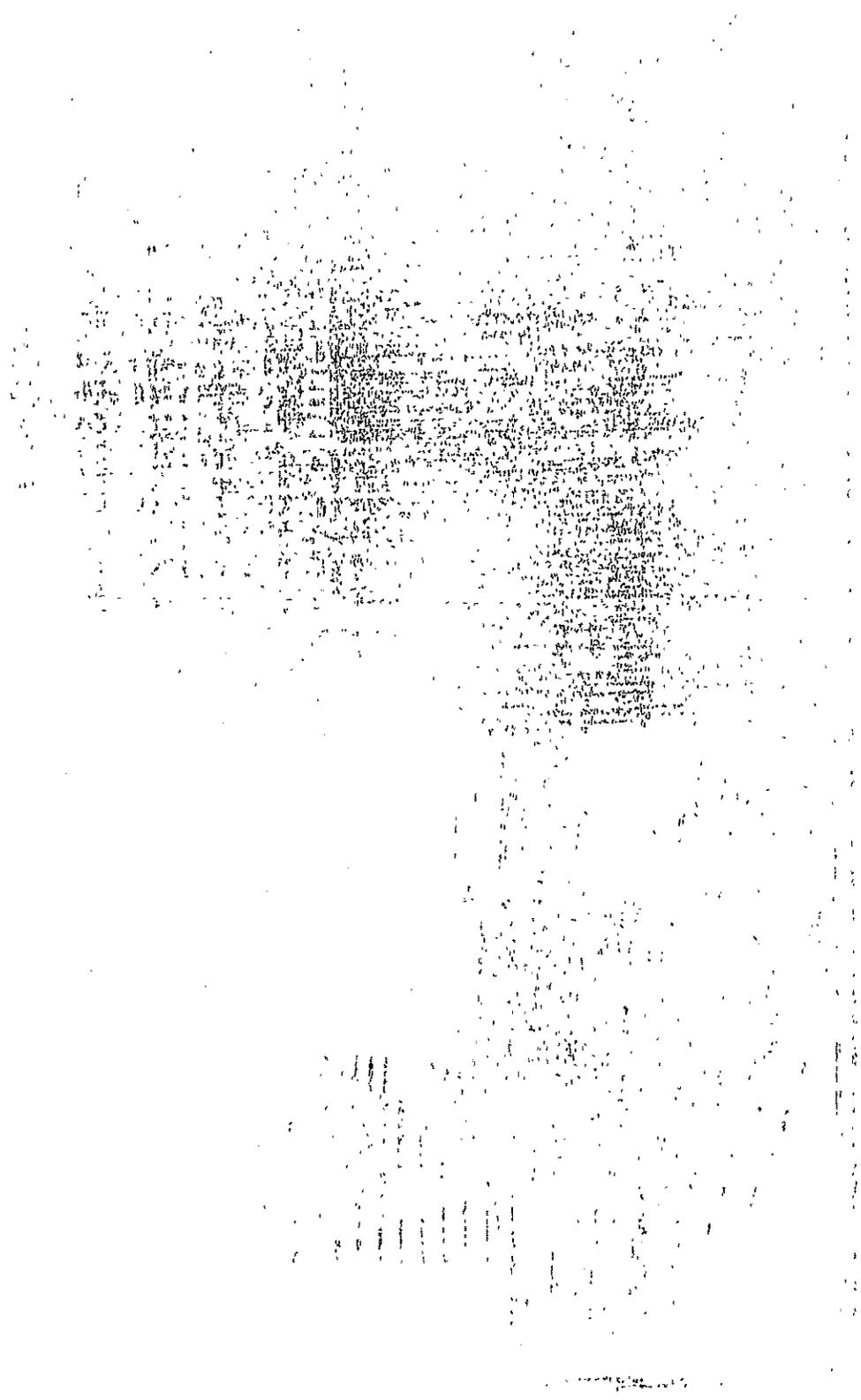
OneWorld Trade Center

- March 2005 - November 2006
- 26,000 Tons
- 54-Floor High-rise with a 300 foot Mast





THE UNIVERSITY OF CHICAGO
LIBRARY





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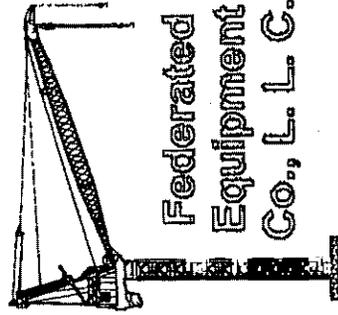
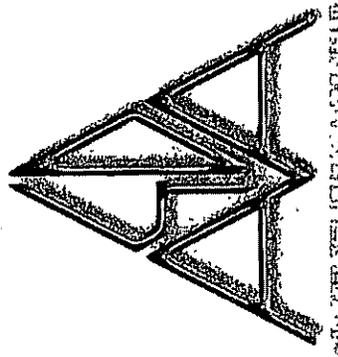


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The Team

THE DAVIS GROUP OF COMPANIES



FABRICATOR J

Team Support



DCH ERECTORS, INC. - TRANSPORTATION HUB - PACKAGE 20

PROJECT ORGANIZATIONAL CHART

• SUBSIDIARY COMPANIES AND ASSOCIATES

DAVIS GROUP OF COMPANIES

DAVIS GROUP OF COMPANIES



SOLE RA/BSI



ESP L.L.C./H.R.A.D.

MANAGEMENT

Phoenix
Contract Manager
Areas 1, 2 & 3

DCH Erectors, Inc.
Corporate Safety Manager
Richard Gilbert

DCH Erectors, Inc.
Project Executive
Larry Doster

DCH Erectors, Inc.
Quality Assurance Manager
William Strayer

Pro Safety L.L.C.
Site Safety Manager
Leahon
Field Safety

DCH Erectors, Inc.
Field Safety Engineer
To be announced

DCH Erectors, Inc.
Project Manager
Barry Kling

DCH Erectors, Inc.
Field QC
Gabriel H Nguyen

MRP L.L.C.
Shop QC
Forrestor Hunsbide

DCH Erectors, Inc.
Project Manager Area #1
Bill Zink

DCH Erectors, Inc.
Project Manager Area #2
Paul Laska

DCH Erectors, Inc.
Project Manager Area #3
Richard Gilbert

ALUMINIA
Detailing & Drafting
Gary Deacock

DCH Erectors, Inc.
Supply Manager
Paul Laska

DCH Erectors, Inc.
Construction Engineer
Jim Wiler

DCH Erectors, Inc.
Project Administration
Glenn Edmondson

DCH Erectors, Inc.
General Superintendent
Robert Blumhazy
John Smith

DRAFTING

PROCUREMENT

ENGINEERING

ADMINISTRATION

FIELD

DCM ERECTORS, INC. - TRANSPORTATION HUB - PACKAGE 20

PROJECT ORGANIZATIONAL CHART

• HENNESSY CONSULTING PARTNERING WITH PROJECT

DAVIS GROUP OF COMPANIES

DAVIS GROUP OF COMPANIES



MRP L.L.C.

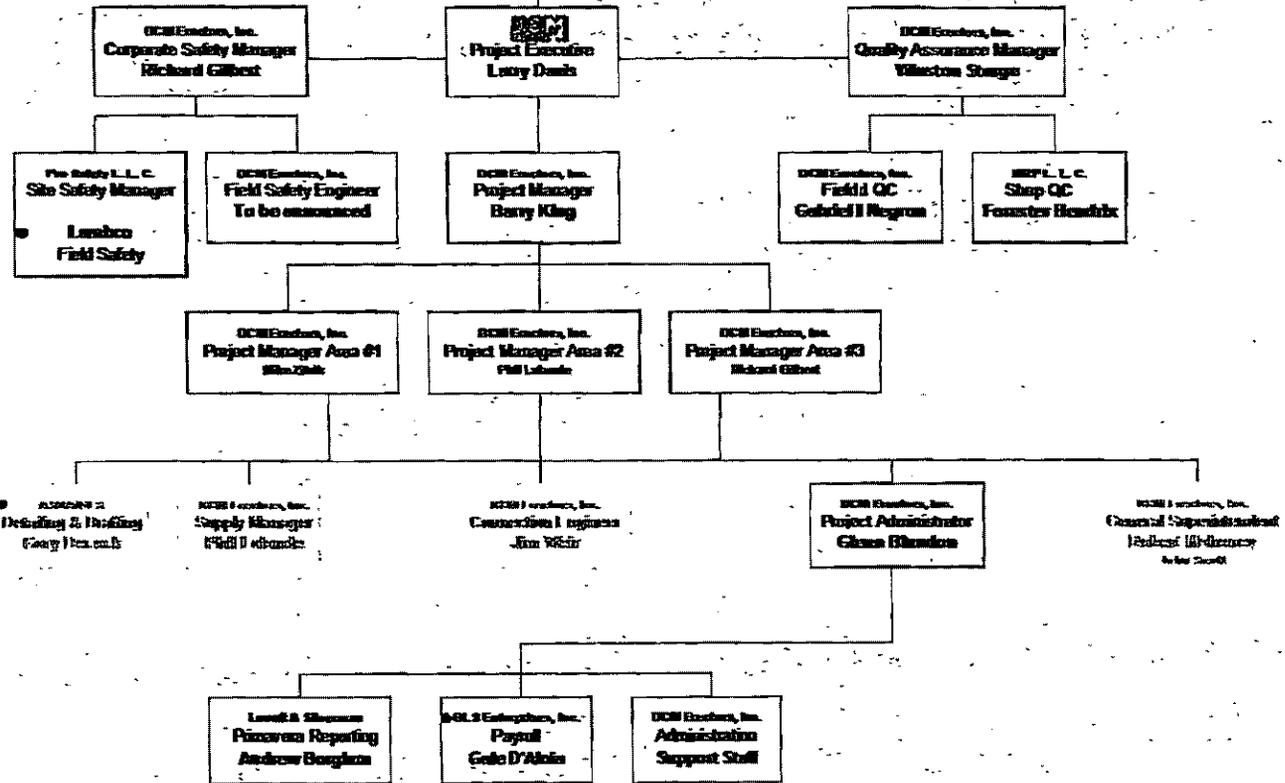
SOLERA/PSI

ADMINISTRATION

phoenix
Contract Manager
Areas 1, 2 & 3



MRP L.L.C./R.R.A.D.



DCM Erectors, Inc. - TRANSPORTATION HUB - PACKAGE 20

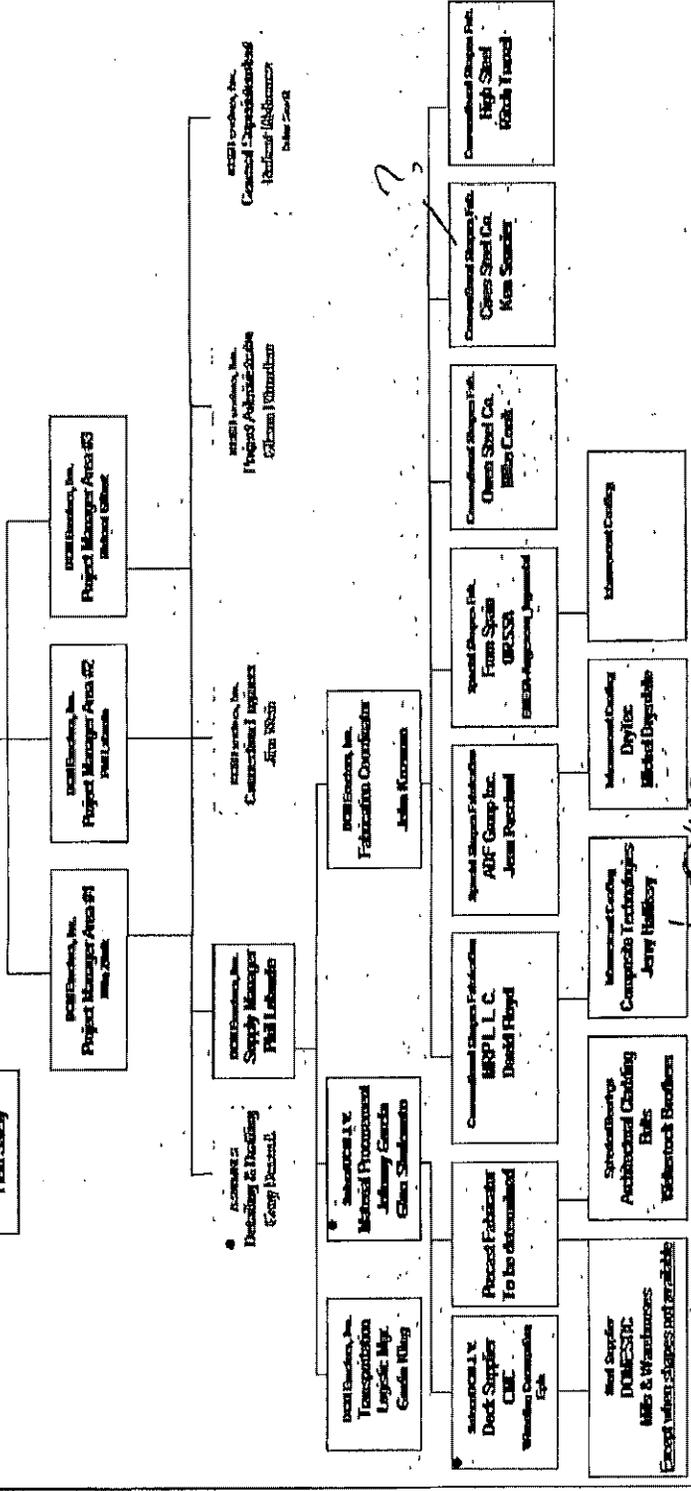
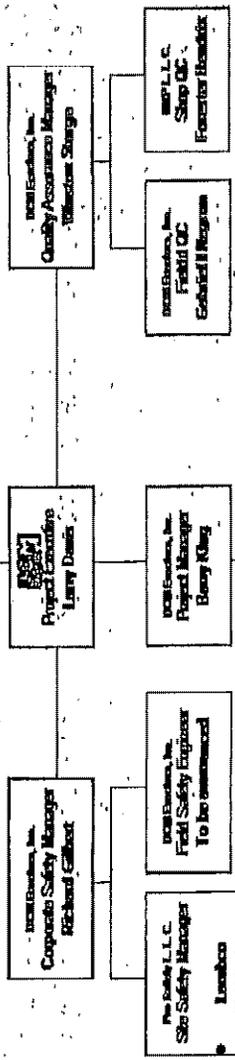
DAVIS GROUP OF COMPANIES
 PROJECT ORGANIZATIONAL CHART



MRP L.L.C./H.R.A.D.

PROCUREMENT

Phoenix Contract Manager Areas 1, 2 & 3



L.H. YARD

DCH Erectors, Inc. - TRANSPORTATION HUB - PACKAGE 20

PROJECT ORGANIZATIONAL CHART

DAVIS GROUP OF COMPANIES



SOLE RA/ISSUE



DAVIS GROUP OF COMPANIES

DAVIS GROUP OF COMPANIES



Advanced Steel Detailing Associates

MRP L.L.C./H.R.A.D.

DRAFTING

Phoenix
Contract Manager
Areas 1, 2 & 3

DCH Erectors, Inc.
Corporate Safety Manager
Richard Elliott

The Safety L.L.C.
Site Safety Manager
Luisaco
Field Safety

DCH Erectors, Inc.
Field Safety Engineer
To be announced

DCH Erectors, Inc.
Project Manager
Barry Kling

DCH Erectors, Inc.
Project Engineer
Larry Decker

DCH Erectors, Inc.
Quality Assurance Manager
William Stange

DCH Erectors, Inc.
Field QC
Gabriel J. Nguyen

MRP L.L.C.
Shop QC
Forester Handvik

DCH Erectors, Inc.
Project Manager Area #1
Mike Zwick

DCH Erectors, Inc.
Project Manager Area #2
Paul Lohndorf

DCH Erectors, Inc.
Project Manager Area #3
Richard O'Neil

ASCM
Detailing & Drafting
Garry Dierckx

ASCM
Supply Manager
Puffi Schaudt

ASCM
Construction Logistics
Jim Votir

ASCM
Regional Administrator
Patricia Hironaka

ASCM
General Superintendent
Richard Hoffmann
Peter Dierckx

ASCM
Coordinator Area 1 & 2
Paul Shugart

ASCM
Coordinator Area 3
Loren Davidson

ASCM
Coordinator Shaping
Richard Hironaka

ASCM
Detailer
Innovative Detailing Services
Consult

ASCM
Detailer
Merrilee
SSD

ASCM
Detailer
Hesslie
Merrilee

DCH Erectors, Inc. - TRANSPORTATION HUB - PACKAGE 20

PROJECT ORGANIZATIONAL CHART

FIELD

DAVIS GROUP OF COMPANIES

DAVIS GROUP OF COMPANIES



Advanced Steel Erecting Assemblies

MRP L.L.C./B.R.A.D.

DAVIS GROUP OF COMPANIES



SOLERA/BBB



Federated Equipment Co., L.L.C.

Phoenix
Contract Manager
Areas 1, 2 & 3

DCH Erectors, Inc.
Corporate Safety Manager
Richard Gilbert

DCH Erectors, Inc.
Project Executive
Larry Daulton

DCH Erectors, Inc.
Quality Assurance Manager
William Stanger

Pro Safety L.L.C.
Site Safety Manager
Lanceco
Field Safety

DCH Erectors, Inc.
Field Safety Engineer
Tom Amundson

DCH Erectors, Inc.
Project Manager
Bobby Kling

DCH Erectors, Inc.
Field QC
Gabriel H Nguyen

MRP L.L.C.
Shop QC
Forrest Houshik

DCH Erectors, Inc.
Project Manager Area #1
Mike Palko

DCH Erectors, Inc.
Project Manager Area #2
Neil Schmidt

DCH Erectors, Inc.
Project Manager Area #3
Michael Gilbert

Area #2
Isaac R. DeGuz
Gary Peters

DCH Erectors, Inc.
Supply Manager
Field Materials

DCH Erectors, Inc.
Construction Logistics
Jim With

DCH Erectors, Inc.
Project Administrator
Susan Henson

DCH Erectors, Inc.
General Superintendent
Robert Blumenthal
John Reed

Field Engineering
Survey & Control

Personnel
SOLERA/BBB J.V.
Keith Brown

DCH Erectors, Inc.
General Foreman Area #1
Steve Blumenthal

Federated Equipment
Construction
Anthony Vanzetta
Anthony Banta

DCH Erectors, Inc.
General Foreman Area #2
Ed Macklin

DCH Erectors, Inc.
General Foreman Area #3
Michael Scheller

Robert E Shaw Jr.

President of the Steel Structure Technology Center of Howell, MI that focuses on technical education and services related to the design, fabrication, erection and inspection.

- 1973 graduate Civil Engineer of Steel.
- Author of the Structural Welding Quality Handbook and Shop Inspection Handbook for Structural Steel Buildings.
- Member of American Welding Society (AWS) and participant in various Standards committees and principal consultant to update the AWS D15 - Bridge Welding Code.

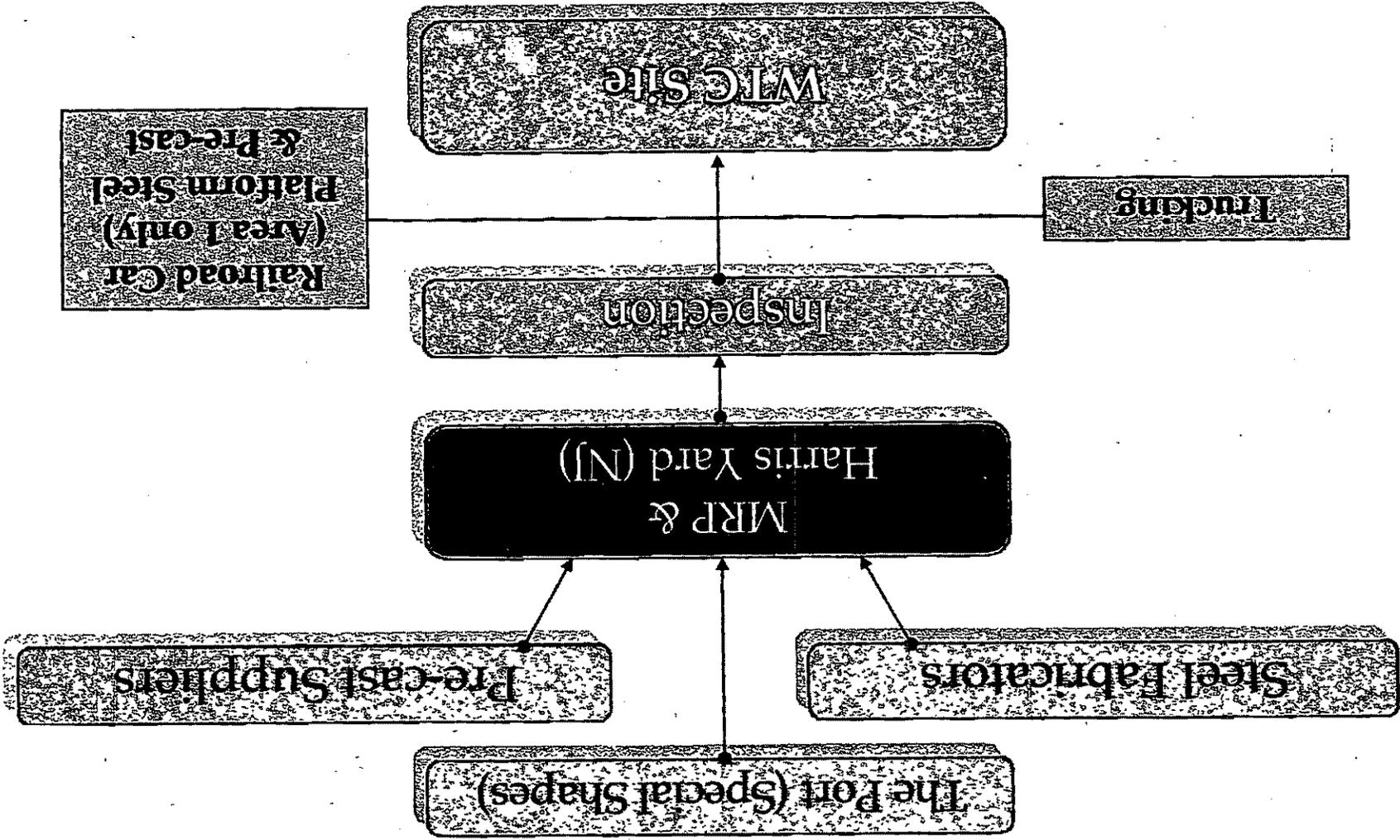
WTC Transportation Hub

Package 20

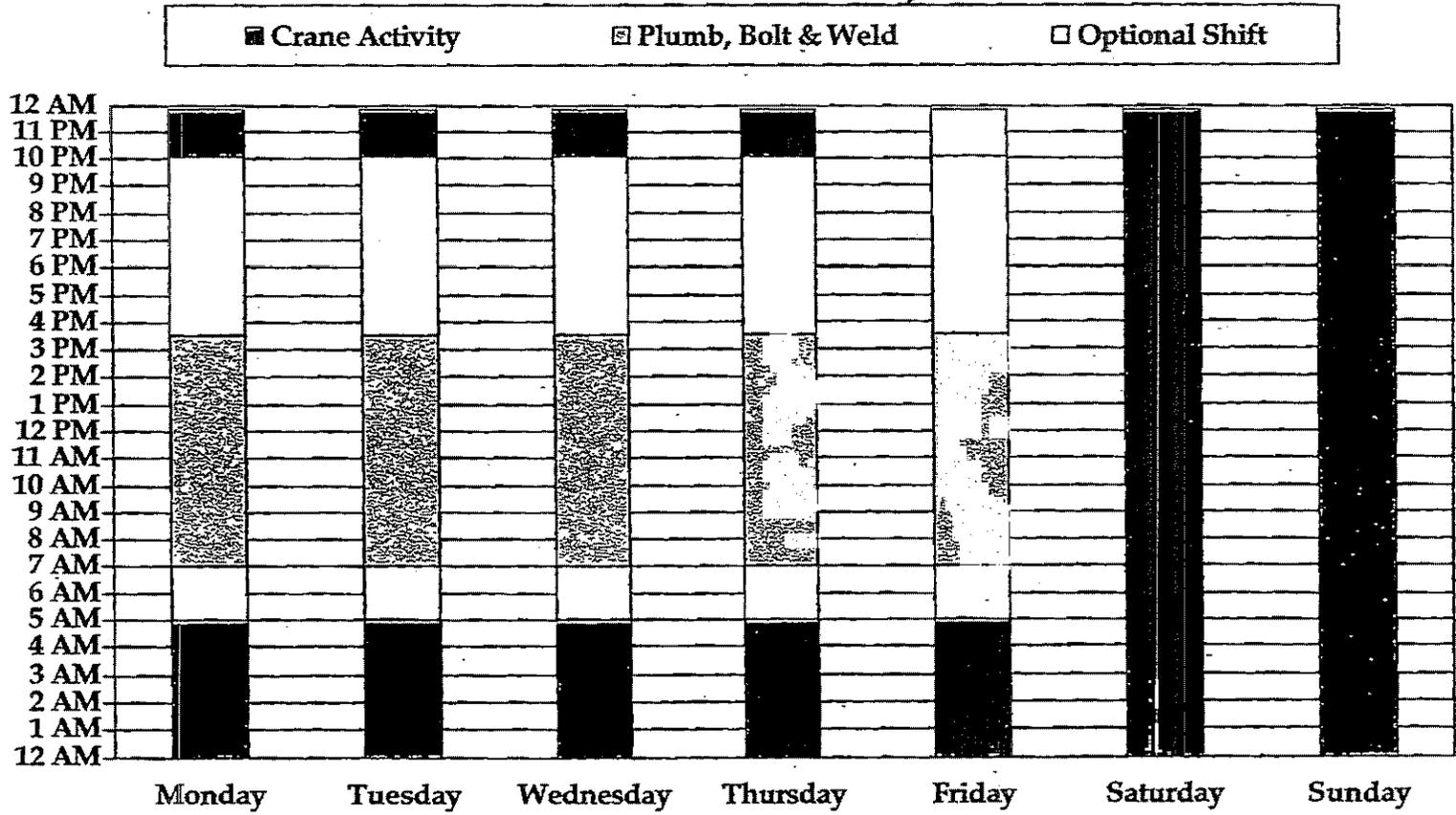
Cranes, Equipment, Site Logistics, Means & Methods Plan



Material Delivery Plan - Off Site

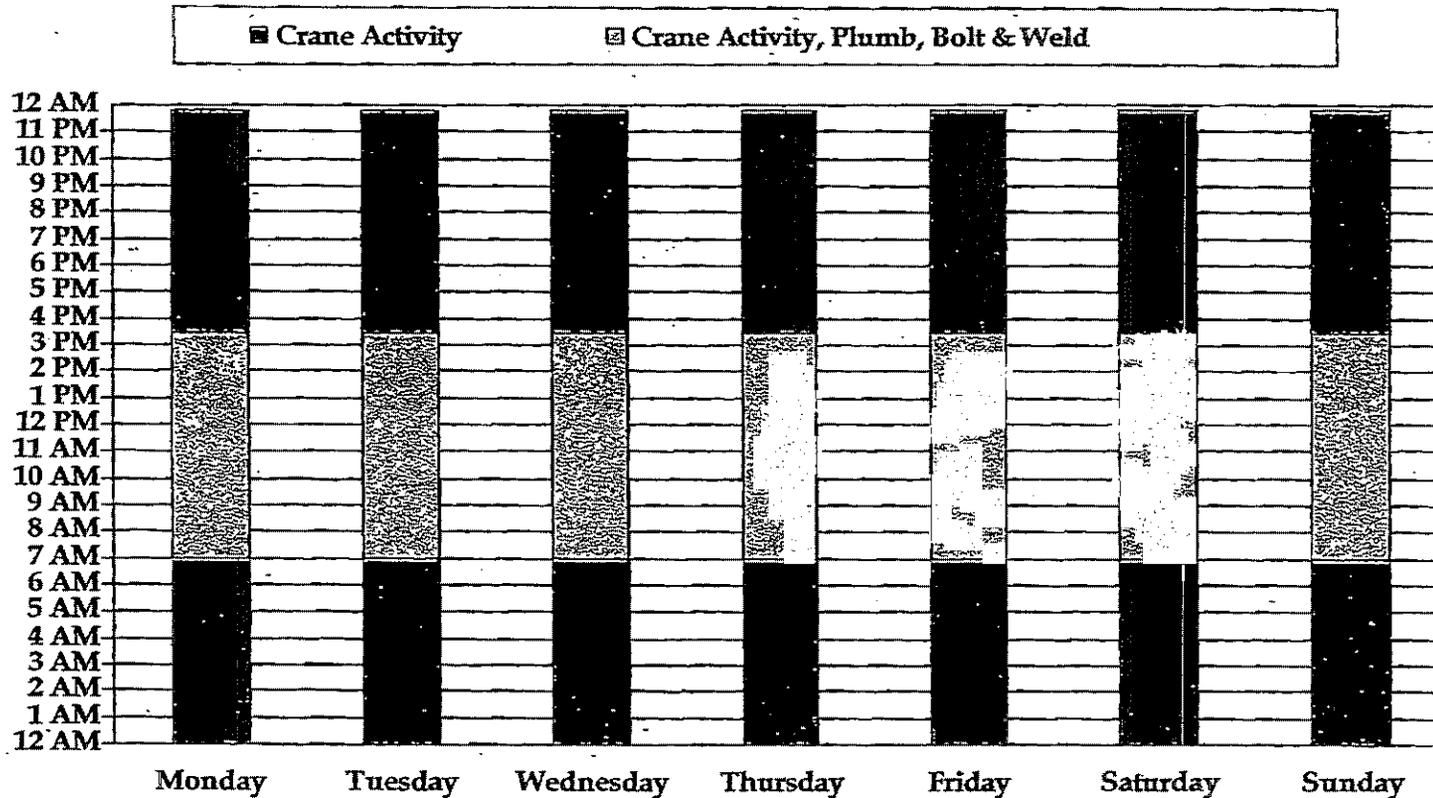


Work Shifts - Path Station



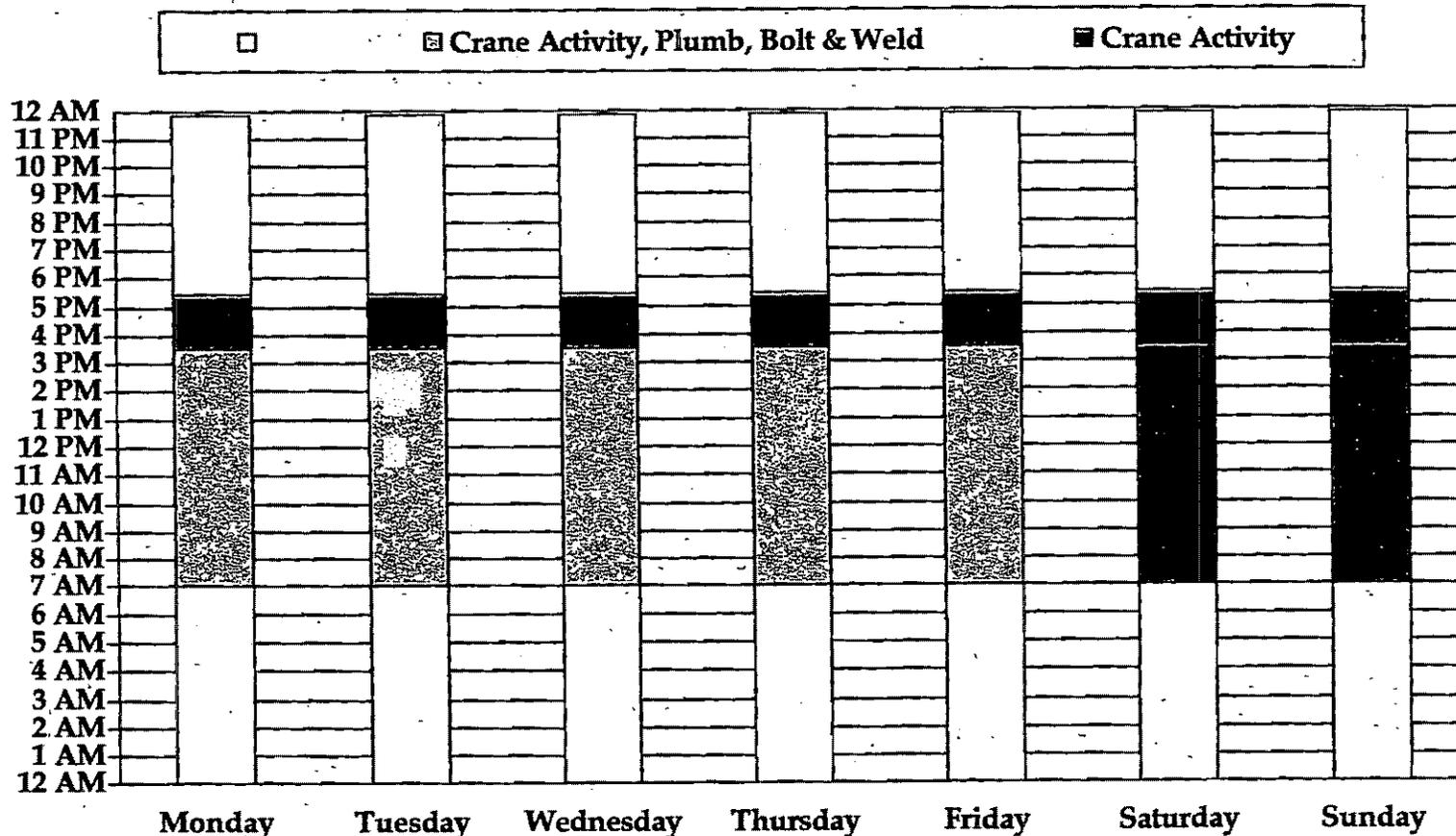
Work Shifts - 1 Line Subway Box

- 42 days shut down - July 4th to Labor Day 2010
- Round the clock Erection
- Bolting/Plumbing/Welding - 5 days/wk regular time (minimum premium time).



Work Shifts - Transit Hall

- Day Shift - 7 days/wk, 10 hours/day
- Bolting/Plumbing/Welding - 5 days/wk regular time (minimum premium time).



(199)

THE UNIVERSITY OF CHICAGO

1911

Bonding

- Share the risk amongst the stakeholders
- DCM's fabricators will provide bonds for their work
- DCM will provide bonding from Export Development Canada
- Phoenix may consider purchasing raw materials directly from the mills to guarantee ownership of the asset.
- DCM will provide insurance and lease agreements upon receipt of materials at fabrication facilities
- Cumulative bonding capacity will approach full project value
- We have provided a corporate guarantee as an added level of protection

Bid, Payment, and Performance Bonds



Mr. Larry Davis
President
Davis Construction Management Group Ltd
100-77 Belfield Road
Toronto, Ontario
M9W 1G6

Wednesday, February 25, 2009

Subject: Reference Letter for Phoenix Constructors, JV, New York, NY
World Trade Center Transportation Hub, RFP/Contract No. WOTC-GC1-2-
KN0186-020 for the Station Construction and Transit Hall Structure to Grade -
Furnish, Fabricate & Erect Structural Steel, Intumescent Fire Resistant Coating,
Metal Deck and Precast Concrete Work

The purpose of the letter is to explain our relationship and support for our client. DCM Erectors, Inc. (DCM) is a wholly owned subsidiary of Davis Construction Management Group Ltd of Toronto, Ontario, Canada, with operating subsidiaries providing fabrication, erection and crane and related equipment in the States of New York and New Jersey.

Export Development Canada ("EDC") as Canada's official export credit agency, offers innovative financing, insurance and risk management solutions to help Canadian exporters and investors expand their international business. These programs generally work through partner financial institutions, such as banks and licensed Surety companies, in providing the necessary support. EDC may consider providing bonding support for DCM subject to satisfactory due diligence of a transaction, which includes among other things, a financial and technical assessment and acceptable contract terms and conditions, on a case by case basis.

We are aware that DCM has executed numerous projects in the Metropolitan New York Area and the Bahamas. Some of the past projects include:

1. The New Goldman Sachs World Headquarters Building adjacent to the World Trade Center site in Manhattan for Tishman Construction Corporation, "
2. The Pool and Rink in Corona Park (Queens), NY for Bovis Lend Lease, "
3. Schermerhorn House, New York, NY for Marsen Contracting Company, Inc. "
4. Marmorodes Hospital for Barr & Barr in Brooklyn,
5. The New Atlantis Casino/Resort on Paradise Island (Nassau), Bahamas for Kerzner International.

151 O'Connor, Ottawa, ON Canada K1A 1K3
613-598-2500 Fax 613-237-2690 www.edc.ca

Canada

Bid, Payment, and Performance Bonds

- 6 DCM is currently working at the World Trade Centre site
- a. As you are aware, DCM is currently completing one of the first phases of the Transportation Hub (Package 8), *
 - b. In addition they are completing the erection for the below grade steel for the World Trade Center - Tower 1 "The Freedom Tower" and are starting on the supply and erection for the above grade steel for this project.
 - c. DCM will soon be starting field work for World Trade Center - Tower 4 for Silverstein Properties

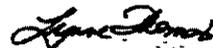
DCM has been an EDC client since 2006, and the above projects with an asterisk (*) were supported by EDC with various levels of bonding

The purpose of this letter is to confirm that we are familiar with DCM, having supported some of their bonding requirements for projects in the US market. Any future bonding support to be considered by EDC is subject to our standard due diligence and underwriting criteria which includes, among other things, financial and technical capacity of DCM in respect of the transaction, acceptable contract and documentation review, including bond wording, as well as any other documents EDC deems necessary

This letter should not be considered a formal commitment by EDC

Please do not hesitate to contact the undersigned should you have any questions

Yours sincerely,



Lynne Thomas
Underwriter
Export Development Canada
Tel 613-597-8645
Fax 613-597-8504
Email lthomas@edc.ca



World Trade Center Transportation Hub Transit Hall Structure to Grade

Management of Schedule and Cost

Planning

-
- Planning
- Development
- Cost Loading
- Monitoring
- Reporting
- Changes
- Meet with project personnel
 - Review drawings/scope
 - Create hi-level global perspective
 - Identify key milestones
 - Determine level of detail
 - Identify access milestones/dates

Development

Planning

Development

Cost Loading

Monitoring

Reporting

Changes

- Breakdown scope into the reasonable tasks (~1-3 weeks long)
- Establish reasonable durations and key interdependences.
- Review gaps and float
- Identify and analyze the project's critical and near critical path(s)
- "Rinse and Repeat" – creating a baseline is an iterative process
- Verify that global perspective is reflected in detail

Cost Loading

- Map schedule of values to P6 schedule

Planning

Development

Cost Loading

Monitoring

Reporting

Changes

Monitoring

- Planning
- Development
- Cost Loading
- Monitoring
- Reporting
- Changes
-
- Monthly progress, adjust for change and adjust for performance
 - Verify future plan
 - Engineering/fabrication interface with Fabtrol (see next slide)
 - Field status
 - Review and fix out-of-sequence
 - Cost status



Project Information Management Plan



Fabtrol MRP

MATMAN'S - CHX

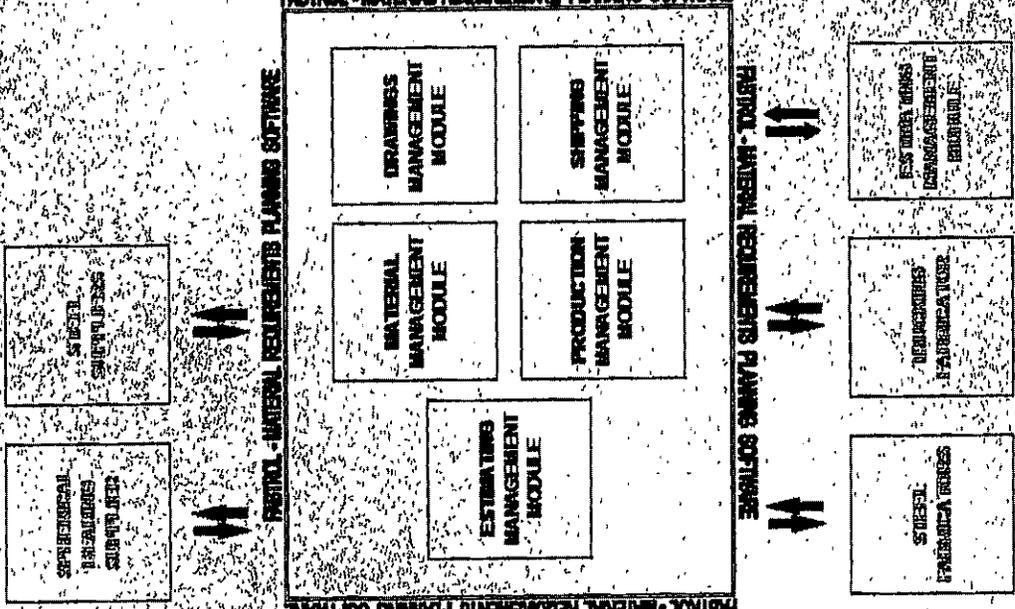
DCH ERECTORS, INC.
FIELD ACTIVITIES
REPORTS

PRIMEVARA SCHEDULE
&
COST REPORTS
LOVETT SILVERMAN

DCH ERECTORS, INC.
CONTRACT
ADMINISTRATION
REPORTS

phoenix
PROJECT MANAGER

FABTROL - MATERIAL REQUIREMENT PLANNING SOFTWARE



FABTROL - MATERIAL REQUIREMENT PLANNING SOFTWARE

FABTROL - MATERIAL REQUIREMENT PLANNING SOFTWARE

FABTROL - MATERIAL REQUIREMENT PLANNING SOFTWARE

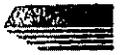
REWORK SUBROUTINES

FORMS SUBROUTINES

PROCESSES FABRICATORS

Reporting

- Monthly report
- Variances
- Changes
- Technical issues
- Cost reporting – earned value
- Bar charts, graphs

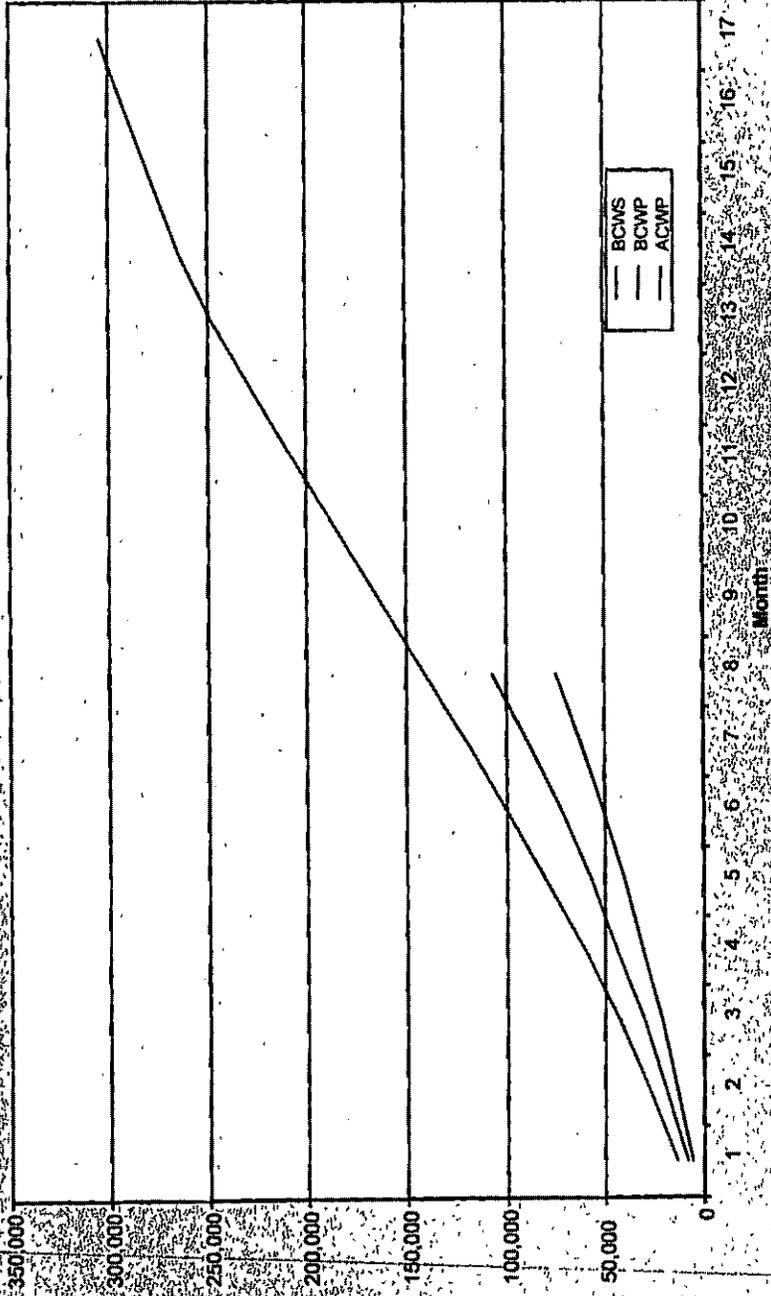


LOVETT
SILVERMAN

Reporting



Earned Value - Cost



Planning

Development

Cost Loading

Monitoring

Reporting

Changes

Changes

- Establish change procedure for schedule
- Insert Fragnets for C.O.'s as needed

Planning

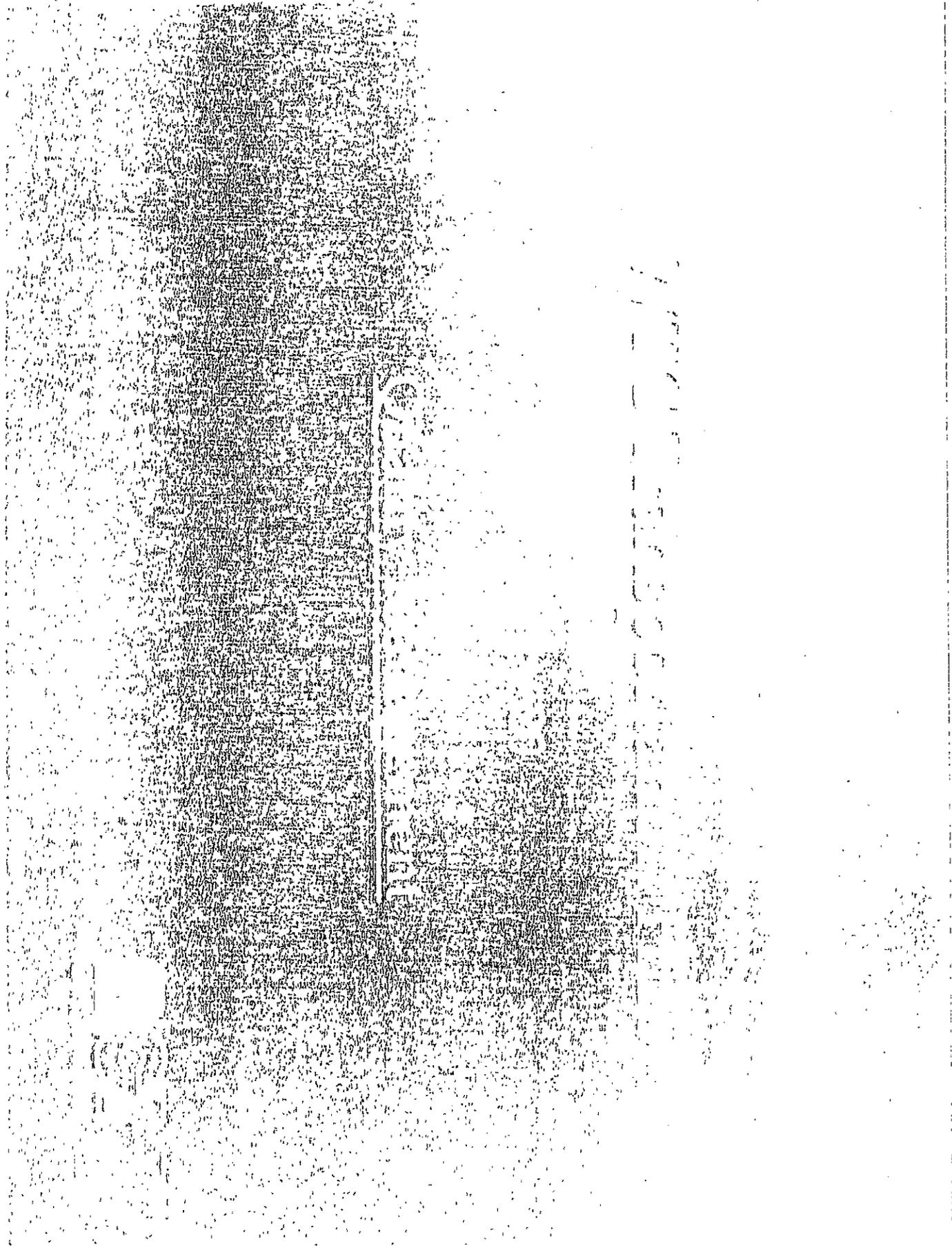
Development

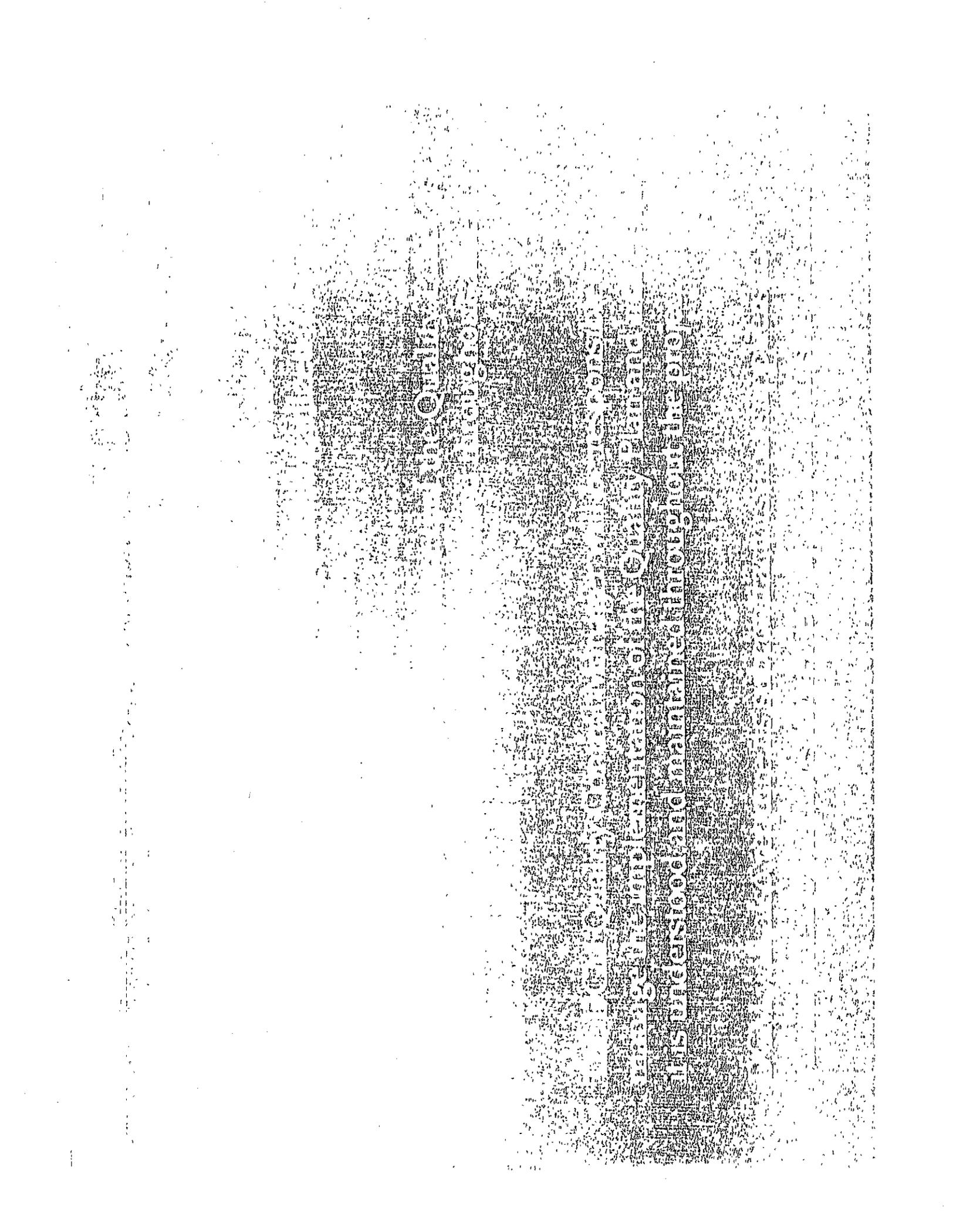
Cost Loading

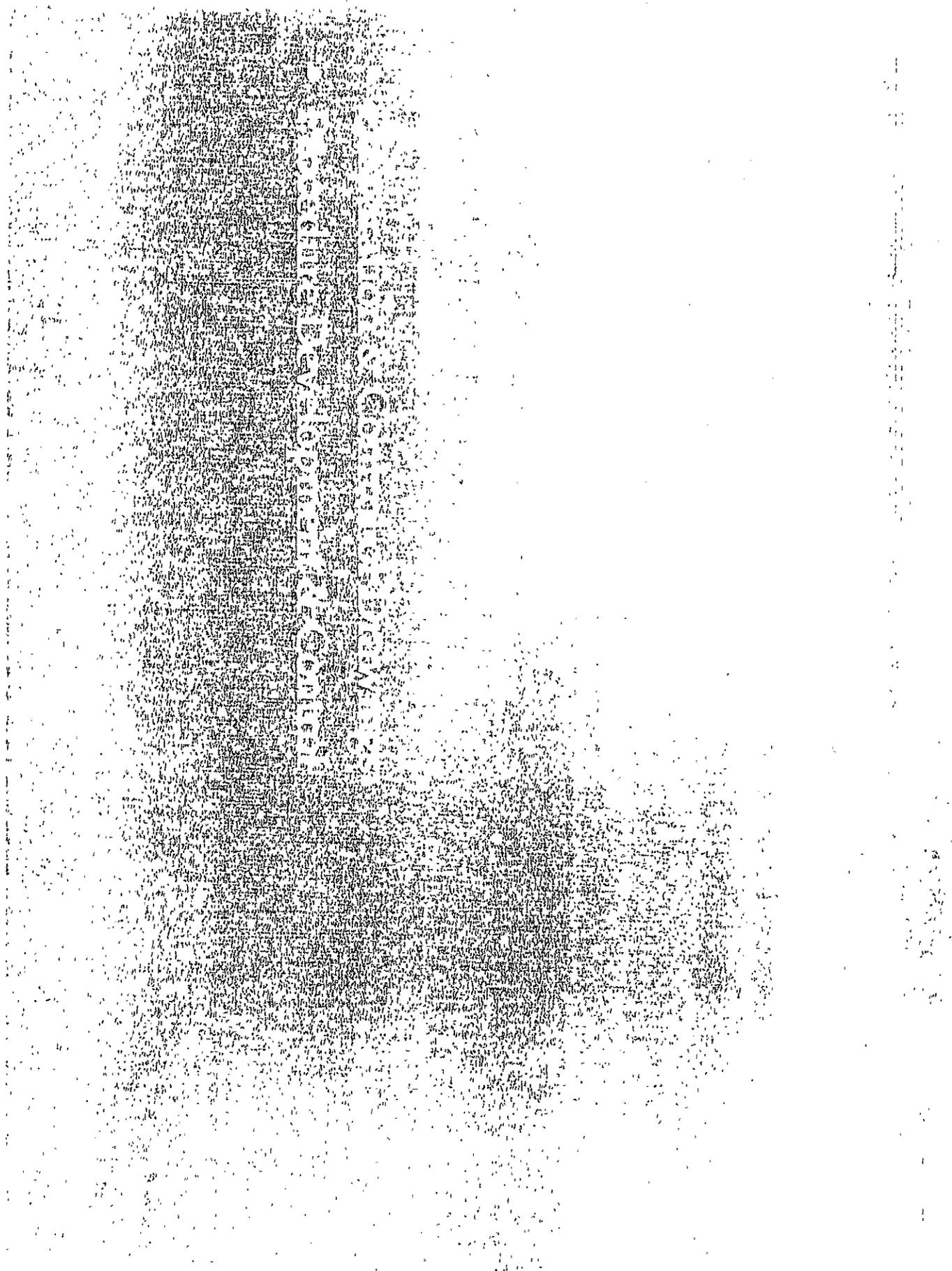
Monitoring

Reporting

Changes







Quality Management Policies

Quality Management Processes

Procurement...

- Vendors
- Purchase Orders
- Material management
- Revisions
- Test Reports
- Identification



Quality Management Policies



Quality Management Processes

Fabrication...

- Certification & Requirements
- Allocation & Dispensing of materials
- Material Preparation
- Welding Procedures
- Surface Preparation & Painting
- Storage, Handling, Loading & Shipping
- Calibration & Maintenance of equipment

Quality Management Policies

Quality Management Processes

Quality Control...

- Inspection
- Non Conformance
- Corrective Actions
- Control of Special Processes
- Quality Control Records
- System Review



Quality Management Policies

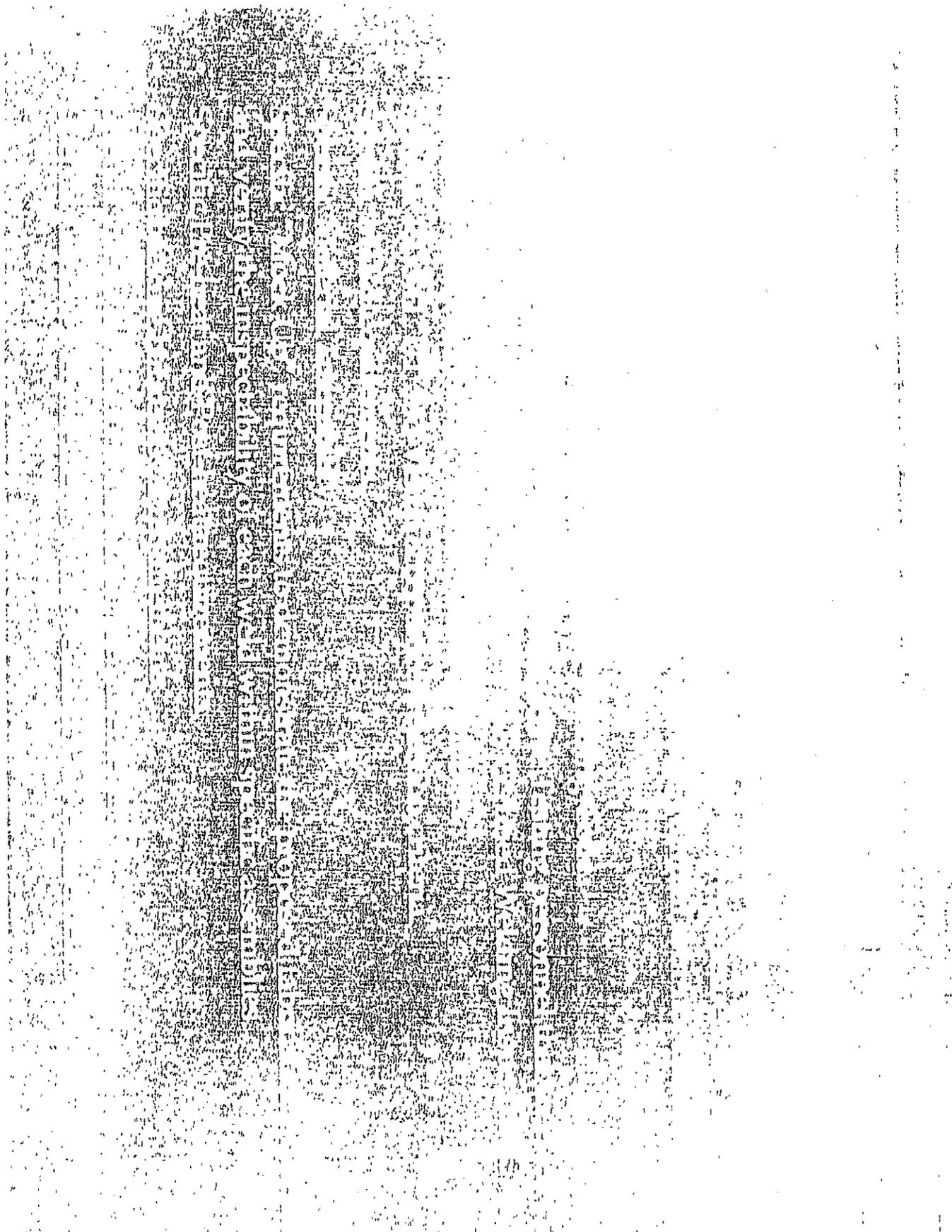


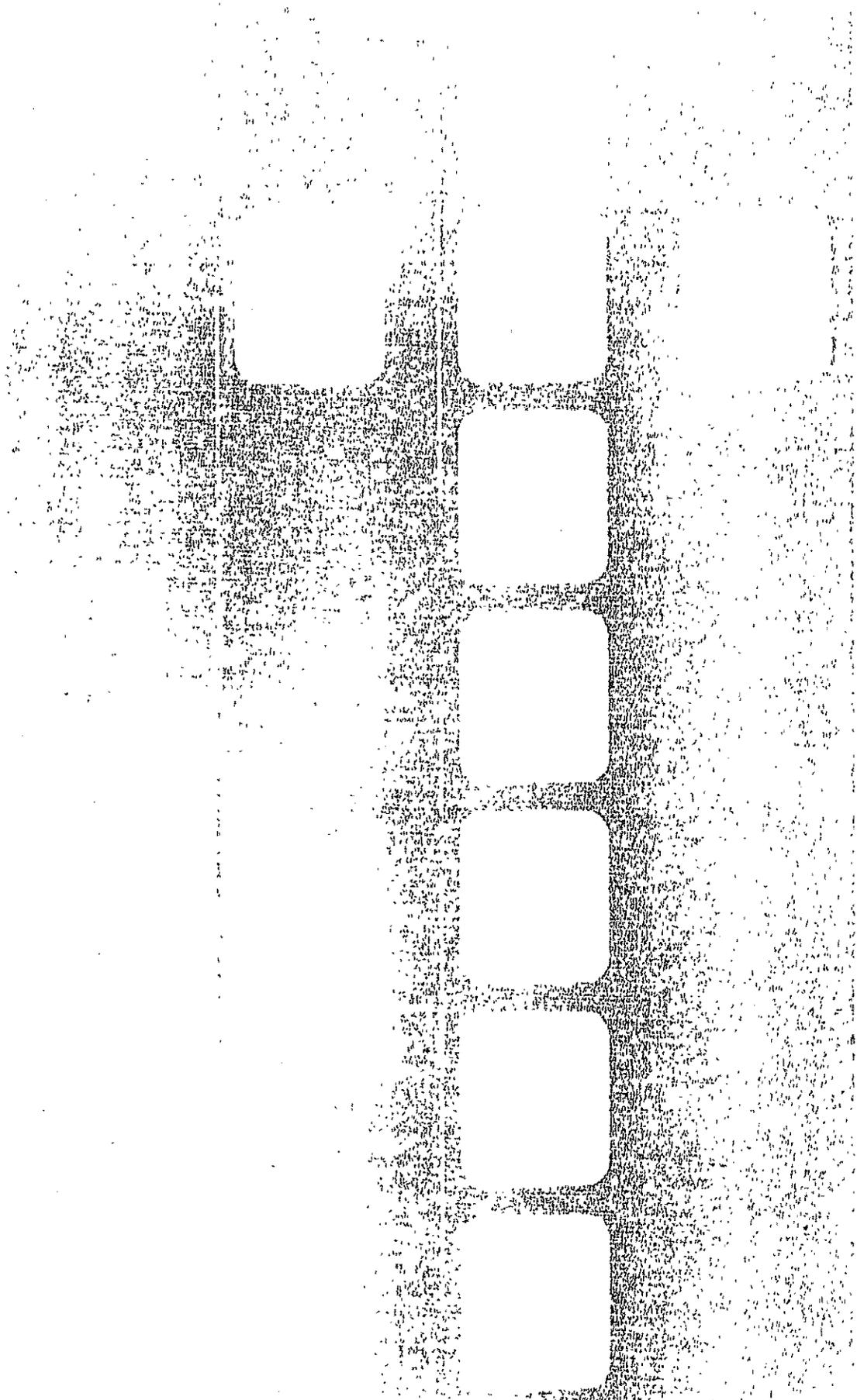
Quality Management Processes

Structural Steel Fabrication Shop Requirements...

Structural Steel - All fabrication shops shall be certified as followed

- Under the AISC certification program as category STD (Standard for Steel Building Structures)
- For members designated on the contract documents as bridge members, the fabrication shop(s) shall be certified under AISC certification program as Category CBR (Major Steel Bridge)
- For members designated on the contract documents as FCM's the fabrication shop(s) shall have a fracture critical endorsement of the AISC if a firm is in the USA.
- For fabricators located outside the USA without certification, fabricator shall be certified under a certification program with requirements deemed equivalent to the applicable AISC Category, as determined by the Authority.





Quality Management Policies



Quality Control Manager Responsibilities

The DCM Quality Control Manager will be responsible to manager the implementation of this Quality Plan and make sure that it is understood, disseminated to appropriate parties and maintained throughout the life of the project.

- Management of the QCP.
- Supervision of the field staff performing verification inspections.
- Inspections and audits of subcontractors and fabricator work.
- Subcontractor and fabricator quality verification documentation.
- Control and calibration of measuring and test equipment.
- Technical direction of the work of testing laboratories and inspection and non-destructive examination subcontractors.
- Material control systems
- Purchase orders and subcontracts as they relate to quality control issues and testing labs.
- Quality document management.

WTC Transportation Hub

Package 20

Safety

DCM
ERECTORS INC.



Safety



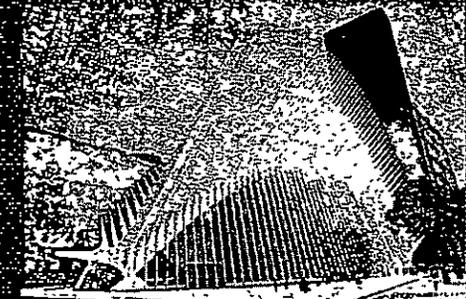
Site Specific Safety Plan

The SSSP contains various information such as:

- Health & Safety Policy,
- Site specific indoctrination for all employees
- Emergency procedures,
- Job Hazard Analysis,
- General description of the project,
- Topics for weekly safety meetings,
- Site access and egress (IR Map),
- Site specific procedures.
- Emergency phone list,
- HAZCOM (MSDS sheets),

SITE SPECIFIC SAFETY PLAN

TRANSPORTATION HUB
Work Package 20

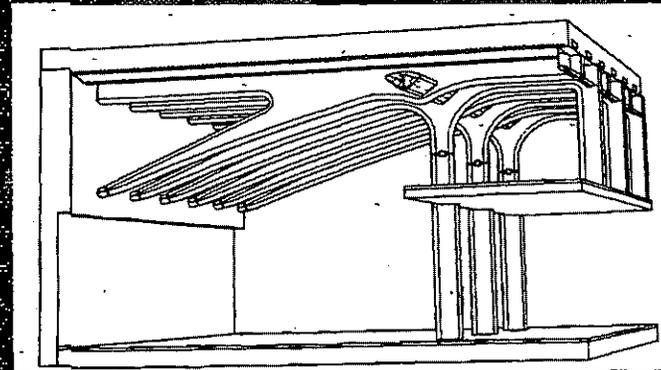


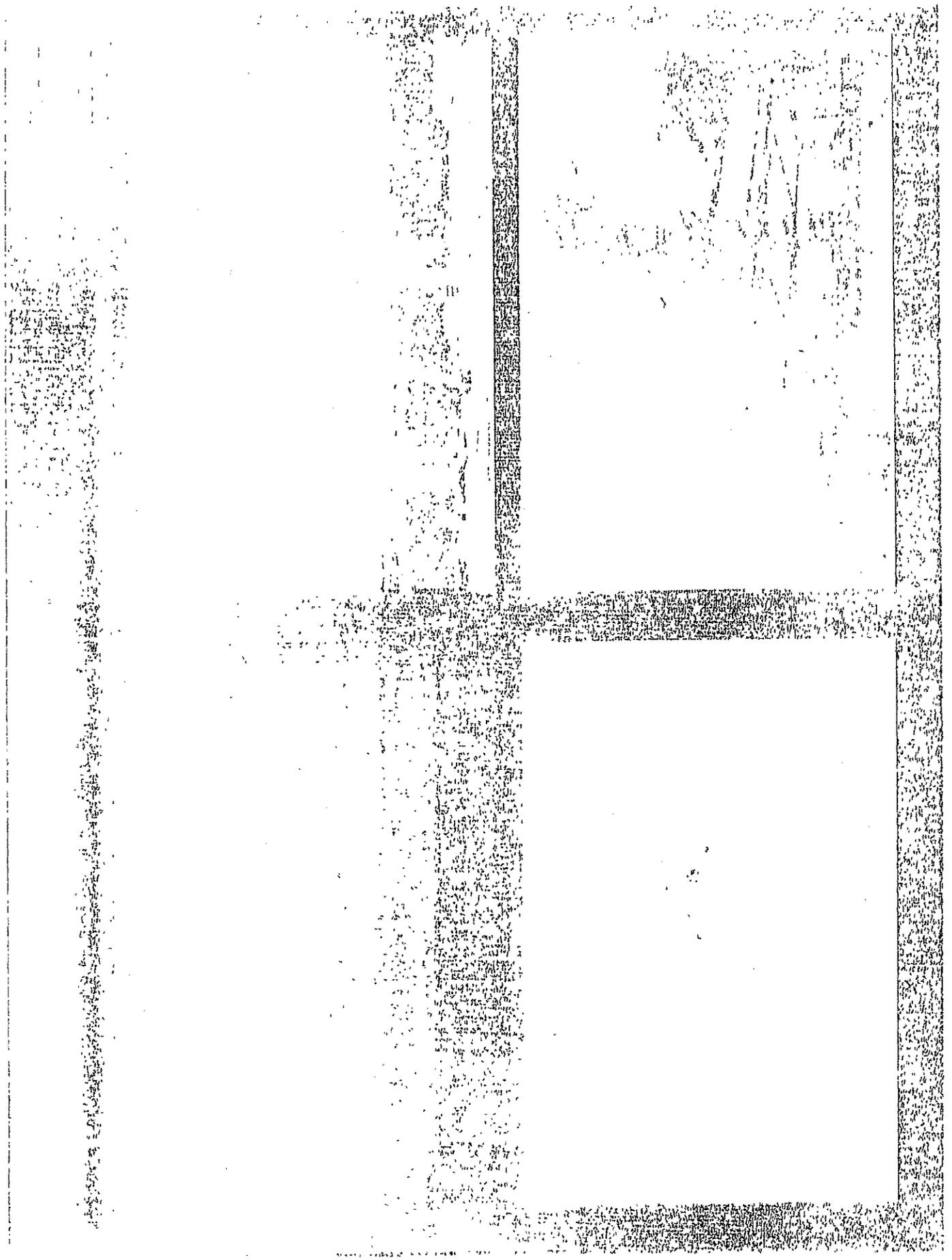
Safety

Means and Methods

Means and methods are developed for tasks that are out of the ordinary such as:

- Heavy crane picks
- Installation over railroad tracks,
- Asymmetric shapes,
- Hard to get work points,
- Etc...





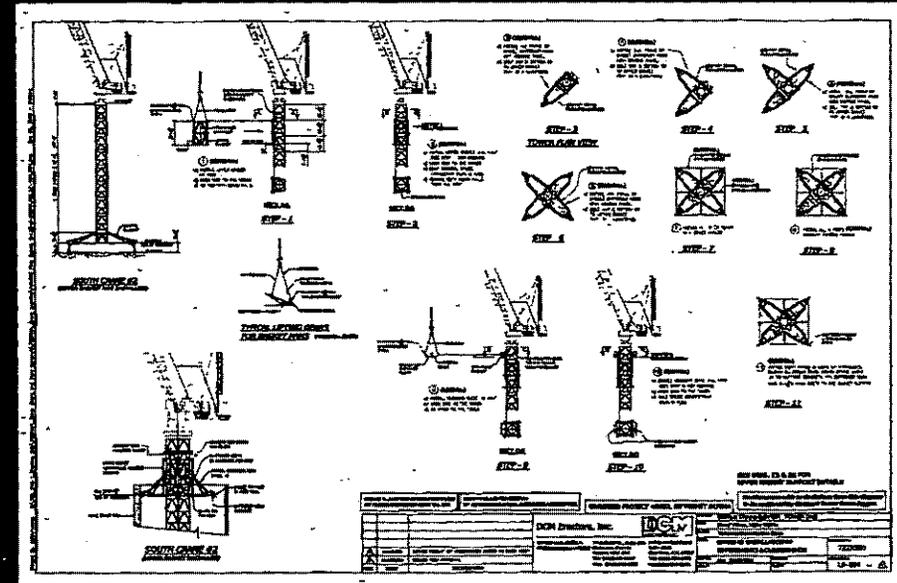
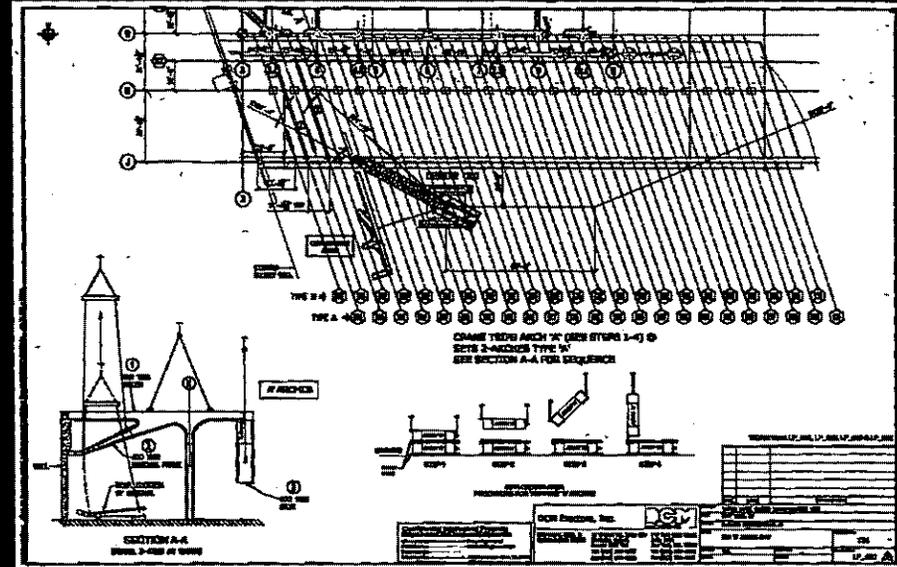
Safety

Rigging Procedures

Our engineering and drafting department are heavily involved in preparing drawings and procedures for hoisting intricate, asymmetrical or heavy pieces into place.

These drawings will show information such as:

- Weight
- Picking points
- Rigging sizes
- Etc...



WTC Transportation Hub

Package 20

M/WBE Participation Plan





M/WBE Participation Plan

M/WBE Participation Plan

- DCM Erectors, Inc will adopt Phoenix Constructors, JV and The Port Authority of New York and New Jersey goals of seventeen (17 %) or better M/WBE utilization on this project.
- We will strive to achieve these goals via M/WBE firms providing us with procurement services (Solera Construction, Inc - MBE), engineering and drafting services (GLS Enterprises, Inc - WBE), crane engineering and rental (Vista Engineering, Inc - MBE or Blue Lake Crane - MBE), metal deck procurement and installation (Solera Construction, Inc - MBE), precast concrete installation (Solera Construction, Inc - MBE) and safety equipment/supervision/installation services (Lambco Erecting Company - MBE). These firms have received solicitation letters from us.
- We have solicited other proposals through Engineering News Record and F W Dodge.
- We have received interest in pricing steel fabrication from Owen Steel Company, Columbia, SC a WBE.
- We have received interest in performing surveying work from Hirani Engineering an MBE.
- We could also potentially procure the special shape steel from an MBE supplier.

DCM JOBSITE FIELD FILES

1.) Bolt Certs and MTRs

- 1.1) Bolt Location list
- 1.2) Bolt Procedures
- 1.3) Bolt Received Shippers
- 1.4) Bolt Testing
- 1.5) Bolt MTR
- 1.6) Skidmore
- 1.7) Others

2.) Crane & Derrick Permits

- Department of Building (DOB)
- Department of Transportation (DOT)
- MT Reports
- Pre-Assembly Inspection
- Plumb and Torque Reports
- New Protocols for Erection, Dismantling, and Jumping of Tower Cranes
 - Safety Coordination Meeting
 - Notification of Safety Coordination Meeting
 - Safety Coordination Meeting Topic
 - Inspection and Certification by Engineer of Record
 - Submission of Plans for Raising and Lowering crane
 - Use of Nylon Straps
 - Safety Coordination Meeting Log

3.) Crane Maintenance Records

4.) Crane Capacity Charts

5.) Critical Picks

- Forms, Plans, and reports

6.) Daily Reports

7.) Decking

8.) Drawings and Specifications

- 8.1) Erection Drawing Logs
- 8.2) Shop Drawing Logs
- 8.3) Transmittals
- 8.4) Others

9.) Erection Aids and Rigging

10.) Equipment and Equipment Maintenance List

11.) Generators

12.) Erection Procedures

13.) Fire Department Permits and Individual Licenses.

13.1) Acetylene/ Oxygen

13.2) Burning

13.3) Diesel

13.4) Propane Storage

13.5) Individual Licenses

13.6) Others

14.) QA/QC

14.1) Deficiency Reports

14.2) FPNs (Field Problem Notification) nonconformance reports

14.3) Punch List

14.4) QA/QC Plan

14.5) Others

15.) Meetings

15.1) Special meetings

15.2) Weekly Site Coordination Meetings

15.3) Others

16.) Operating Engineers/Master Riggers

16.1 CCO

16.2 NYC

16.3 Master Rigger

17.) Painting

18.) Rentals

19.) Schedules

20.) Surveys

19.1) Anchor bolts

19.2) Cambers

19.3) Columns

19.4) Others

21.) Tools and Tool list

22.) Safety

- 22.1) Accidents
- 22.2) Accident Reports and Investigations
- 22.3) Anchor Bolts and Concrete in Subpart R Compliance Letter
- 22.4) Fire Watch Certs
- 22.5) First Aid and CPR Certs
- 22.6) New Hire Orientation Records
- 22.7) OSHA
- 22.8) OSHA-10 & OSHA-30 Certs
- 22.9) Owner Controlled Insurance OCIP
- 22.10) Owner Safety meeting
- 22.11) Scaffolding Certificates and Permits
- 22.12) Site Specific Plan
- 22.13) Subpart R Training
- 22.14) Weekly Forman Safety Meeting
- 22.15) Others

23.) Subcontractors

- 23.1) Decking
- 23.2) Painting
- 23.3) Others

24.) Welding

- 24.1) Individual Welder Certifications and License
- 24.2) Weld Consumables Certificates
- 24.3) Weld Equipment
- 24.4) Weld Procedure
- 24.5) Others



110 East 42nd Street
Suite 1710
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

February 27, 2009

Phoenix Constructors, JV
115 Broadway, 18th Floor
New York, NY 10006

Attention: Mr. Javed Qureshi, Contract Administrator

Reference: Commercial Proposal Submission
World Trade Center Transportation Hub -Bid Package 20
RFP/Contract:W0TC-GC1-2 KN0186-020 Station Construction and
Transit Hall Structure to Grade Furnish, Fabricate and Erect
Structural Steel, Intumescent Fire Resistant Coating, Metal Deck &
Precast Concrete Work
DCM Erectors, Inc Bid 801E054

Gentlemen:

We are pleased to submit our Technical Proposal in original and three copies as requested. Our Technical Proposal consists of the following:

1. Item 6.1 – 2A Proposal Form Option A – Areas 1 & 2 – dated 02-18-09 – 20 pages
2. Item 6.1 – 2A Proposal Form Option B – Area 3 – dated 01-23-09 – 17 Pages
3. Item 6.1 – 2A Proposal Form Option C – Areas 1, 2 & 3 – dated 01-23-09 – 20 Pages
4. Item 6.2 – Contractor's Signature Authorization Form 2C1 – 1 page
5. Item 6.3 – Exceptions 02-26-09
6. Item 6.4 – Sample Insurance Certificate 2pages
7. Item 6.6 – Equal Employment Opportunity Certification & Sample Payroll Forms – 3 pages
8. Item 6.7 – Davis – Bacon Compliance Statement – 1 page
9. Item 6.9 – Bonding -12 pages
10. Voluntary Alternates

Kindly contact the undersigned should you have any questions relative to this document.

Very truly yours,
DCM Erectors, Inc

A handwritten signature in black ink, appearing to read "Jeffrey S. Gannett", written over a horizontal line.

Jeffrey S. Gannett
Vice President



**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESIST
COATING, METAL DECK & PRECAST CONCRETE WORK
ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1,
PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.
EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS**

1.0 PAYMENT SCHEDULE

Full compensation to Subcontractor for full and complete performance by Subcontractor of all the Work, compliance with all terms and conditions of this Subcontract, and for Subcontractor's payment of all obligations incurred in, or applicable to, performance of the Work, shall be the sum of the lump sums and the value of the unit prices set forth below in paragraph 1.1 below. Phoenix Constructors JV will reimburse the Subcontractor solely for actual contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System (accepted work in place) for reimbursement in accordance with paragraph 3.0 entitled "Invoicing Instructions."

Prior to proposal and thereafter updated prior to contract execution, the subcontractor shall submit for approval by Phoenix Constructors JV:

- a Detailed Schedule of Values (Form 2A.5), in a format that is required by, and acceptable to Phoenix Constructors JV (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- a Detailed Estimate Breakdown (Form 2A.7), (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- an Earned Value System (Form 2A.8) which supports the method in which the work will be broken down and contracted, and which will be utilized to support future invoicing. The Earned Value System must utilize the Detailed Estimate which ultimately must roll up to Support the Schedule of Values (An Example of an Earned Value System has been provided in EXCEL Format in the enclosed CD),
- a Detailed Schedule (Form 2A.6) which contains enough detail to support the execution of the work and identify all interface points between contractor and all other Subcontractors (This form MUST be submitted prior to proposal with the detailed schedule attached. Thereafter, the subcontractor MUST submit a detailed cost loaded schedule within 5 days of Phoenix requesting the subcontractor to do so. This detailed cost loaded schedule will supersede the submission of the initial detailed schedule and will be updated prior to contract execution and on a monthly basis thereafter as indicated in clause 3.4 of this exhibit).

DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017



RFP/CONTRACT NO.: W0TC-GC1-2-KN0188-020

**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESIST
COATING, METAL DECK & PRECAST CONCRETE WORK
ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1,
PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

The above referenced submittals are to be provided in addition to all other required submittals mandated by the Terms and Conditions of this Subcontract, and/or required to substantiate the Subcontractor's work actually performed.

Subcontractors and their respective employees, subcontractors, and suppliers must comply with all security requirements set forth in this Subcontract including Exhibit 19C "WTC PATH Identification Guidelines For Subcontractors;" and all additional security requirements imposed by The Port Authority of New York and New Jersey, Phoenix Constructors, or any additional party that Phoenix Constructors in their sole determination believes shall have the ability to request such requirements. The Subcontractor shall be solely responsible for all costs and/or expenses associated with the security, enrollment and identification procedures and requirements set forth within this Subcontract including but not limited to the actual Secure Worker Access Consortium (SWAC) enrollment cost of \$250.00 per individual and all associated costs associated with such enrollment. All security related costs must be included in the Subcontractors proposal.

Applicable Credits – The applicable portion on ANY income, rebate, allowance, or other credit relating to any allowable cost or any Subcontractor work, which is received by, or accruing to the Subcontractor, shall be credited to Phoenix or the Government either as a cost reduction or by cash refund. This includes, but is not limited to the resale or reuse of any materials. Such a credit must be reflected in the associated price proposal for the value of the subcontracted work.

1.1 Firm Fixed Price

The undersigned, having examined this RFP/Contract Documents for this Work Package and having visited the job site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and each and every item of cost to perform operations necessary to complete the work as required by subject RFP/Contract Documents, "Station Construction and Transit Hall Structure to Grade – Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

The base price proposed as provided for in Paragraph A (Option C) below should assume that all materials will delivered to the WTC Site and any interim storage will be at the Phoenix provided Marshalling Yard in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard."



STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESIST
COATING, METAL DECK & PRECAST CONCRETE WORK
ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1,
PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

A. ALTERNATE OPTION BASE BID PROPOSAL: Work Areas 1+2+3

Work Package # 20, Furnish, Fabricate and Erect, Structural Steel,
Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work.

OPTION: C

SINGLE COMBINED PROPOSAL FOR WORK AREA 1, PATH STATION +
AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL

This base price proposed assumes that all materials will delivered to the
WTC Site and any interim storage will be at the Phoenix provided
Marshalling Yard in accordance with Exhibit 1 Paragraph 3.57 entitled
"Marshalling Yard":

The total price for complete performance of all the tasks described in Exhibit 1
Statement of Work is \$ 33,500,000 (in words) THIRTY THREE HUNDRED AND

THIRTY ONE MILLION FIVE HUNDRED THOUSAND xx dollars as indicated
below. The Price is firm and fixed for the duration of the Subcontract and is not
subject to escalation for any cause. The breakdown of this Total Price against
individual pay items is detailed below.

B. Alternate Option - Furnish, Fabricate and Install Precast Concrete Floor and
Walls instead of Cast In Place Concrete as Identified and depicted on the
Contract drawings: S1311-1, S1312-1, S1313-1, S1314-1, S1411-1, S1412-1,
S1413-1 & S1414-1

The total price for complete performance of all the tasks described in Exhibit 1
Statement of Work is \$ 10,000,000 (in words) TEN

MILLION xx dollars as indicated
below. The Price is firm and fixed for the duration of the Subcontract and is not
subject to escalation for any cause. The breakdown of this Total Price against
individual pay items is detailed below.

The Prices are firm and fixed for the duration of the Subcontract and is not subject to
escalation for any cause. The above prices shall be furnished in US dollars and are not
subject to change based upon currency fluctuations. Payment for actual quantities at
the Unit Price shall constitute full payment for the performance of the Subcontract and
covers all cost of whatever nature incurred by the Subcontractor in accomplishing the
Work in accordance with the provisions of this Subcontract.

Phoenix Constructors JV and Port Authority of New York and New Jersey has the
exclusive right at their discretion to select and choose any single or combination of
different proposals from the same or more than one bidder for the award. The bidders

DCM Erectors, Inc.
 110 East 42nd Street
 Suite 1704
 New York, NY 10017



RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020

**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
 FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESIST
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

must consider and have appropriate allowance in their proposals for coordination and review of connection details at the common boundary lines for adjacent work packages, of the Work Package #20, WP#21 & WP# 9 & 9X, in addition to coordination with other WTC site stakeholders, i.e., memorial, towers 1,2,3 & 4, VOEC...

NOTE ** This pricing format MUST be used**

All prices shall be furnished in US Dollars and are not subject to change based upon world currency fluctuations.

	Bid Breakdown Summary		A Path Station	B 1- Line Subway Box	C Transit Hall	D A+B+C
	DESCRIPTION	UM				TOTAL
1	Total Weight of Permanent Steel	US Ton	11,500 ^T	4500 ^T	9400 ^T	25,400 ^T
2	Steel Material	Lump Sum	\$16,000,000	\$10,000,000	\$13,000,000	\$39,000,000
3	Steel Fabrication	Lump Sum	\$38,000,000	\$8,000,000	\$16,000,000	\$62,000,000
4	Intumescent Fire Resistant Coating	Lump Sum	\$23,000,000	\$2,000,000	\$3,000,000	\$28,000,000
5	Shipping and Handling FOB Job Site (deliver material to WTC site using Phoenix provided Marshalling Yard)	Lump Sum	\$6,000,000	\$2,000,000	\$5,000,000	\$13,000,000
6	Steel Erection Labor	Lump Sum	\$54,000,000	\$29,000,000	\$49,000,000	\$123,000,000



RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020

STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

7	Metal Deck and Studs Labor and Material	Lump Sum	\$ 1,000,000	\$ 500,000	\$ 2,500,000	\$ 4,000,000
8	Precast Concrete Labor and Material	Lump Sum	\$ 15,000,000	\$ ϕ	\$ ϕ	\$ 15,000,000
9	Erection Equipment	Lump Sum	\$ 4,000,000	\$ 2,000,000	\$ 7,000,000	\$ 13,000,000
10	Temporary Construction	Lump Sum	\$ 4,000,000	\$ 2,000,000	\$ 5,000,000	\$ 11,000,000
11	Engineering, MGMT CONST. SVCS, FAB QTY, DRAWING, A.M. G.C.	Lump Sum	\$ 10,000,000	\$ 4,000,000	\$ 1,500,000	\$ 20,500,000
12	Quality Control	Lump Sum	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 3,000,000
13	Total Bid Price	Lump Sum	\$ 172,000,000	\$ 60,500,000	\$ 99,000,000	\$ 331,500,000

Instructions:

- i. Insert in line 1 the US tonnage of the permanent steel to be fabricated
- ii. Insert in line 2 thru 13 the US dollar value of the work described
- iii. Insert in line D the sum of columns A+ B+C for each row 1 thru 12
- iv. Insert in row 13 the sum of total of rows 2 thru 12 each column A, B, and C
- v. Insert in cell 13D the sum of total of cells 2D thru 12D. This shall be equal to the sum of total cells 13A thru 13C
- vi. The value in cell 13D must be equal to the Bid amount.

A	ALTERNATE OPTION Labor and Material Precast Concrete Floor & Walls Instead of Cast in Place Concrete as Identified and depicted on the contract documents.	Lump Sum	\$
		TEN MILLION	10,000,000



**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

	Reference Drawings: S1311-1, S1312-1, S1313-1, S1314-1, S1411-1, S1412-1, S1413-1, S1414-1		
B	Total Precast Alternate Option	Lump Sum	\$ 10,000,000

1.1.1 To assist in the analysis of this proposal, the following information is REQUIRED TO BE COMPLETED by the Bidders. Failure to comply with this shall be considered Non Responsive RFP.

FOR ANALYSIS ONLY			
No.	Description	Quantity	Unit of Measure
1A	Permanent Steel - Special Shape Exposed Steel	22,400,000	LBS.
1B	Permanent Steel - Standard Profile Steel and Built up Section.	26,700,000	LBS
1C	Permanent Steel - 1-Line Steel	900,000	LBS
2	Temporary Supports System for Steel Erection	10,000,000	LBS
3	Metal Deck	206,700	SQ. Ft
4	Precast Concrete Floor Slab	49,645	SQ. Ft
5a	Precast Concrete Slab Ducts, Type A1 to A5	119	No.
5b	Precast Concrete Slab Ducts, Type B1 to B5	130	No.
5c	Precast Concrete Slab Ducts, Type C1 to C5	120	No.
5d	Precast Concrete Slab Ducts, Type D1 to D5	120	No.
6	Precast Concrete Wall Units	1400	SQ. Ft
7	Precast Concrete Stair Units	128	No.
8	Intumescent Coating	486,000	SQ. Ft
9	Paint coating excluding area covered by Intumescent coating.		SQ. Ft
10	Alternate Option - Precast Concrete Floor & Walls	42000	SQ. Ft



RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020

**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

1. In the case of Item No. 1A, 1B and 1C the quantity shall be the number of pounds of structural steel to be fabricated / erected; Line Item No.2 Temporary support system for steel erection; No. 3 square feet of Metal Deck to be installed; Line Item No.4 Total square feet of Precast Concrete Floor Slab Installed; Item No. 5a, 5b & 5c Total number of typical Precast Concrete Slab ducts (Sections identified as 5a, 5b, 5c & 5d) installed; Item No.6 Precast Concrete wall units in square feet; Item No. 7 Precast Concrete Stair units; Item No.8 total square feet of Intumescent Coating applied; No. 9 Total square feet of painted steel excluding steel covered by Intumescent coating. Item No.10 Alternate Option – Precast Concrete Floor & Walls.
2. Option to Paragraph 1.1A –Option C:

Subcontractor's Own Storage Yard Option [Identify Add(+)] or Deduct(-)] with respect to the Base Price :

1	Provide a change in base cost to deliver all material to the WTC site using the Subcontractor's Own Storage Yard/Facilities . Provide the cost of trucking and number to loads.	Number of Loads	Lump Sum	\$ 1,500,000
2	Total Option Price	Lump Sum	Lump sum	\$ 1,500,000

3. In order to be eligible for the award of the structural steel work of this work package, the bidder must meet the following requirements:
 - A. The bid proposal must include Method Statement for Steel Fabrication including detailed information on all facilities to be used. Steel Erection methodology to include proposed temporary support structure, type and location of crane / lifting devices / sequence of steel erection, transferring load to permanent structure. The method statement to include basic steel erection sequence including milestone dates for compliance with the project schedule.
 - B. The bid proposal must include resumes of the Key Personnel allocated for this project including Project Manager, Shop & field Superintendents, Shop and Field Quality Control Managers, and person in-charge of Steel fabrication at the fabrication facility and Steel erection in the field.



**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
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ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1,
PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

C. Specification Sec. 07816 'Epoxy Intumescent Coating System' Page 4
Article 5. Submit at the time of the bid, the properties of the proposed
product, on the manufacture's letterhead for each of the items listed below:

- a) Tensile Strength: ASTM D638.
- b). Bond Strength: ASTM D1002.
- c). Compressive Strength: ASTM D695
- d). Explosion: No delamination, no cracking when tested four bar over
pressure test.
- e). Hardness: ASTM D2240
- f). Chemical Resistance: ISO2812-1
- g). Water Absorption: ISO 2812-2
- h). Flame Spread: Class A (Class 1) when tested in accordance with
ASTM E84
- i). Smoke Development: Class A (Class 1) when tested with ASTM e84

The undersigned understands and agrees to comply with, and be bound by, the
subcontractor's pricing and instructions and other RFP/ contract documents.

The Undersigned acknowledges the receipt of any addendum issued by listing all by
number below:

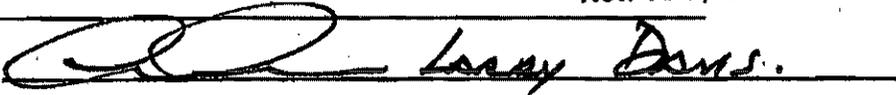
1 THRU 17

Proposer:

DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017

Company Name:

By: (Officer)



Address:



RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020

**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESIST
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Date of Proposal: 2/27/09 Corporate Seal:

The undersigned understands and agrees to comply with and be bound by the subcontractors pricing and instructions and other RFP/ contract documents.

1.2 Supplemental Unit Rates, All-in Rates and Cost/Price Assumptions

No changes are authorized from the approved scope, unless they are approved in writing by Phoenix Constructors JV (i.e., co-signed amendment), prior to the time of execution.

When changes occur from the anticipated job site, the following unit rates will be used to negotiate changes which shall also be finalized through the PC as firm fixed price.

All pricing assumptions shall be clearly stated to allow a reviewer to assess the potential cost risks associated with the proposed design, and associated construction efforts.

1.2.1 Financial Terms – See Subcontract

2.0 FEDERAL COMPLIANCE

Subcontractor acknowledges the fact that the World Trade Center Transportation Hub Project is a Federally funded project and as such all Subcontractors/Vendors must comply with and must require all of their respective lower tier Subcontractors/Vendors to comply with the Federal Acquisition Regulation ("FAR") and Truth in Negotiations Act ("TINA"), including but not limited to FAR Part 31 entitled "Contract Cost Principles and Procedures," and FAR Part 15 entitled "Contracting By Negotiation."

Such compliance includes but is not limited to the disclosure of all costs, mark-ups and any other financial information used to develop the proposed Contract, Purchase Order, Change Order, and/or Modification price, if requested, and the provision of any and all information requested Phoenix Constructors Joint Venture in order to substantiate compliance with the Federal Acquisition Regulations and Truth in Negotiations Act.

In addition to complying and providing Phoenix with all documents necessary to substantiate compliance with the FAR and TINA, the Subcontractor/Vendor agrees that if requested by Phoenix Constructors JV, the Subcontractor/Vendor must provide "Cost and Pricing Data" as required by Federal Acquisition Regulation Part 15.403 entitled "Obtaining Cost and Pricing Data" and execute a "Certificate of Current Cost or Pricing Data" which certifies that the data provided is "current, accurate, and complete."



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Subcontractor must fully complete and submit FORM 2A.1 prior to proposal submission.

3.0 INVOICING INSTRUCTIONS

- 3.1 Phoenix Constructors JV will reimburse the Subcontractor solely for actual, contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System for reimbursement in accordance with the information contained in this section entitled "Invoicing Instructions."
- 3.2 On a weekly basis the Subcontractor must perform a walk-through with appropriate Phoenix personnel to establish what work was actually performed during that respective week. On the Tuesday of every week, the Subcontractor must provide to their respective Contract Administrator a "Weekly Physical Progress Update" (See Form 2A.9) for the work performed during the previous week. The "Weekly Physical Progress Update" will be audited and verified for accuracy by appropriate Phoenix personnel and will be returned to the Subcontractor with comments. The "Weekly Progress Update" must be a cumulative report delineating all Work performed to date and specifically detailing the work performed for the respective week.
- 3.3 On a monthly basis Subcontractor shall submit to Phoenix Constructors, JV (PCJV) to the attention of the Contract Administrator an invoice for the actual work performed that month. The invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the documentation required by Section 3.4. The invoice must be submitted, on the following dates for each month, with earned cost through the end of the month:

- Work performed in Jan. '09 – Invoice must be submitted by Feb. 9, 2009
- Work performed in Feb. '09 – Invoice must be submitted by Mar. 9, 2009
- Work performed in Mar. '09 – Invoice must be submitted by April 13, 2009
- Work performed in April. '09 – Invoice must be submitted by May 11, 2009
- Work performed in May. '09 – Invoice must be submitted by June 8, 2009
- Work performed in June. '09 – Invoice must be submitted by July 13, 2009
- Work performed in July. '09 – Invoice must be submitted by Aug. 10, 2009
- Work performed in Aug. '09 – Invoice must be submitted by Sept. 7, 2009
- Work performed in Sept. '09 – Invoice must be submitted by Oct. 12, 2009
- Work performed in Oct. '09 – Invoice must be submitted by Nov. 9, 2009
- Work performed in Nov. '09 – Invoice must be submitted by Dec. 7, 2009

Updated schedules for subsequent years will be provided at a later date.



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ALTERNATE OPTION: SINGLE COMBINED PROPOSAL FOR WORK AREA 1, PATH STATION + WORK AREA 2, 1 LINE SUBWAY BOX + WORK AREA 3, TRANSIT HALL.**

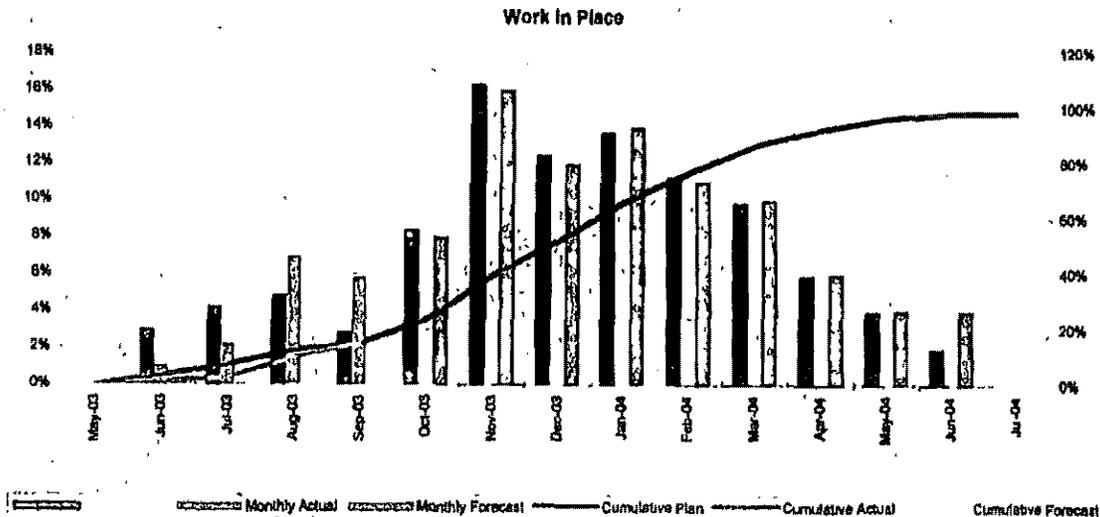
EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Phoenix will attempt to reimburse Subcontractor within 45 days from the receipt of an all inclusive, accurate invoice. Subsequent to the initial submittal by the Subcontractor, Phoenix will review the Invoice for accuracy. Any discrepancies or inaccuracies as determined solely by Phoenix will be returned to the Subcontractor for revision. Failure to provide an accurate invoice substantiated with all required documents can potentially delay the reimbursement of the Subcontractor's Invoice.

3.4 The Subcontractor's Invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the following documents:

- Earned Value System (Enclosed Excel Format in CD) (Attach to Form 2A.8)
- A Monthly Progress Report (Form 2A.10)
- Graphical Representation Regarding Performance (Examples shown on the following two pages of the three graphical representations required) (Attach to Form 2A.11):

o Work in Place (Example Shown Below)

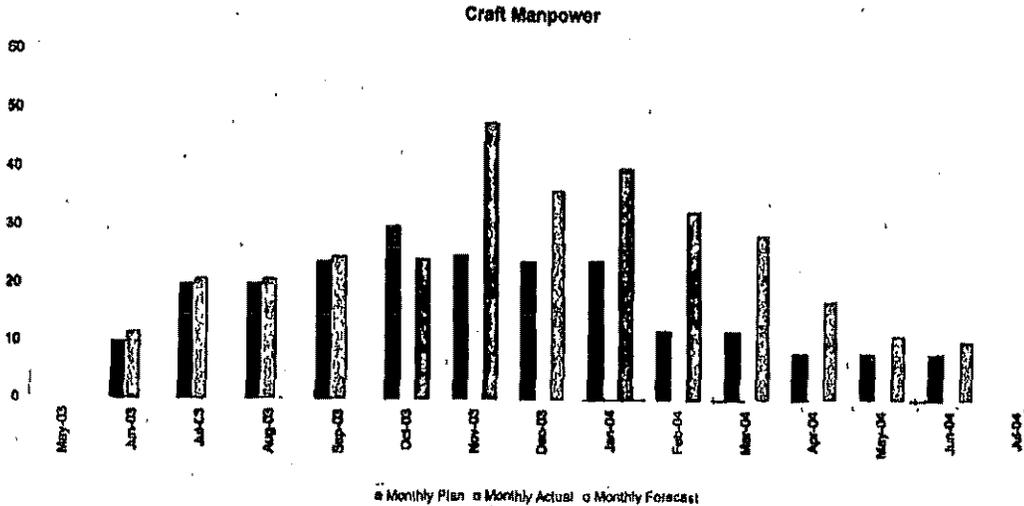




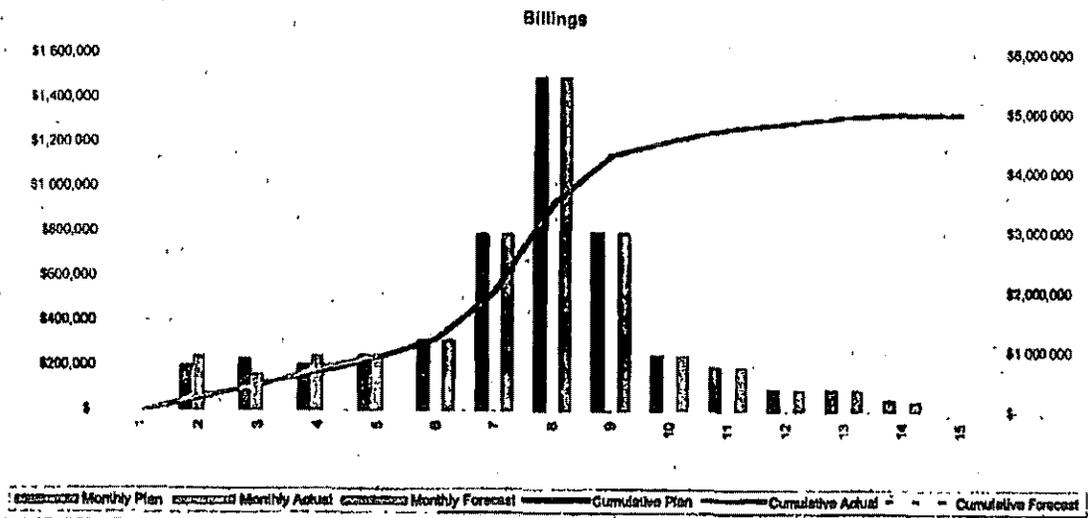
RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020

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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS



o Billings (Example Shown Below)



DCM Erectors, Inc.
 110 East 42nd Street
 Suite 1704
 New York, NY 10017



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- Detailed Estimate Breakdown (Form 2A.7),
- Schedule of Values (Form 2A.5)
- Detailed Updated Cost Loaded Schedule (Form 2A.6)
- Furnisher Information Schedule (Form 2A.13)
- Explanation of Any Variances from Planned Performance vs Actual Performance (Schedule, Manpower, Progress, etc)
- Notarized Certified Payrolls (mandatory form provided in Exhibit 7) (including all second tier subcontractors),
- Partial or Final Releases (Exhibits 3 or 4), and
- WMBE Monthly Reports (Exhibit 6)

Subcontractor must submit the above requested material via e-mail to an email address to be provided at a later date.

- 3.5 PCJV shall advise the Subcontractor whether they agree with the amounts claimed, or ask for a meeting with the PCJV PM, PA PM, and the Subcontractor. During this meeting the value of the Invoice shall be agreed upon and signed off as approved.
- 3.6 Contractual retention, which is calculated per the terms of the Contract of amount invoiced, shall be identified on the face of each progress invoice and withheld from amounts payable. Retainage of 10% of the contract value will be held on all contracts and on any future modifications unless otherwise stated in the contract. Retainage or Final payment cannot be released until all contract work is completed, punchlist items are completed and signed off by PCJV and the Owner, all warranty and required turn-over information has been received, the Owner has approved the release, all paperwork and forms requested by this Contract have been provided, and the subcontractor has complied with all of the Terms & Conditions of this Contract. Do not invoice retainage until released to do so by the Contract Administrator. Final retainage must be billed separate from base contract invoicing on an Application for Final Payment and Final Payment Release. All outstanding contract modifications must be executed, and all contract deliverables including but not limited to insurance and bond requirements must be provided in accordance with the forms of the Contract. Failure to provide any of the required deliverables will be just cause for retainage retention by PCJV.
- 3.7 Subcontractor's invoices shall be clearly marked with this Subcontract Number and the appropriate milestone description of activities and/or work related to the billing.
- 3.8 Subcontractor's invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- 3.9 Phoenix shall not be obligated to pay for invoice items not fully supported by approved progress measurements and any other such documentation as may be required. Phoenix reserves the right to make provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.
- 3.10 Subcontractor shall sign each invoice certifying that all Work covered by the invoice is complete and that the invoice is correct, authentic and the only one issued for the Work described therein.
- 3.11 Any payments made shall not be construed to be an acceptance of defective Work nor relieve Subcontractor of any of its obligations.
- 3.12 Invoices for Cost-Reimbursable Work shall be prepared and submitted as follows:
- 3.12.1 Invoices for Labor shall be accompanied by Contractor approved daily reports or time sheets listing workers' names, classification, and straight time and overtime hours. Labor categories and rates must correspond to those set forth in Rate Schedule "A" of this Form 2A.2.
- 3.12.2 Invoices for Subcontractor-Owned Equipment shall be accompanied by Contractor approved daily reports or time sheets listing the equipment type, number, size and hours. Equipment descriptions and rates must correspond to those set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose CA 95110)
- 3.12.3 Invoices for Subcontractor Rented Equipment shall be accompanied by Contractor approved daily reports or time sheets listing equipment type, number, size and hours along with a copy of Subcontractor's rental agreement and invoice from supplier. The applicable markup as set forth in this Form 2A.3 shall be set forth separately.
- 3.12.4 Invoices for Materials shall be accompanied by field receiving documentation and a copy of Subcontractor's purchase order and invoice from supplier.
- 3.13 Each subcontractor **MUST** fully complete and sign the certified payroll provided in Exhibit 7, Form 7.2, on a weekly basis. As a prerequisite for payment, not limiting any other prerequisites for payment, the Subcontractor must submit all respective certified payrolls to the Contractor at the time of invoicing.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- 3.14 Subcontractor must submit on a monthly basis, with their invoice, their updated MWBE Participation Plan, in accordance with Exhibit 6. Failure to submit such Plan on a monthly basis shall be just cause for Phoenix/Authority to withhold payment from the Subcontractor. Submission of an updated MWBE Plan is a condition precedent for payment to the Subcontractor.

4.0 PRICING FOR CHANGES

Compensation to Subcontractor for changes in the Scope of Work, shall be in accordance with the provisions of Article 8, Change Orders of GC Long Form Subcontract Rev. 0, except to the extent otherwise provided below:

Phoenix may request, and Subcontractor shall provide, proposals for Scope of Work changes (additions and deletions) which are priced, at Phoenix' option, by one or a combination of the following methods:

- a. Negotiated Lump Sums based upon a mutually agreed Scope of Work.
- b. Applicable unit prices set forth in Exhibit B, titled, Contract Unit Rates, if the Work is possible to be fairly classified under the Unit Price items.
- c. Negotiated Unit Prices not established in the Contract.
- d. On a "cost-reimbursement plus a fixed fee" basis, or at the labor and equipment rates as set forth in Rate Schedule "A" and "B".
- e. Any price based upon cost plus a percentage of cost is expressly prohibited.
- f. Any additional alternative that the Contractor deems appropriate.

4.1 Lower tier Subcontracts

- 4.1.1 All subcontracts and services provided by others for performance of changes or extra work requested by Phoenix/Authority, which have not been objected to by Phoenix/Authority shall be at actual cost to Subcontractor of such subcontracts or services provided by others (not to exceed such subcontract price) plus a mark-up for all overhead and fee of Subcontractor thereon which shall not exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- 4.1.2 Subcontractor's invoices for work performed by any of Subcontractor's "lower tier subcontractors" may include an allowance for the "lower tier subcontractor's" overhead and fee which shall not exceed 10%.
- 4.1.3 In no instance shall the mark-ups or rates for changes provided by lower tier subcontractor to Subcontractor exceed the mark-ups or rates for changes as stipulated in this Article 3.0. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2 Materials

- 4.2.1 Compensation to Subcontractor for materials supplied by Subcontractor for incorporation into the permanent facility (excluding consumable, expendable, and small tools) shall be at actual invoiced cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, plus a mark-up, for all fee and overhead expense not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.2.2 Temporary Materials will be reimbursed at the direct cost of such materials, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, less their salvage value, if any.
- 4.2.3 Phoenix/Authority reserves the right to provide, at no cost to Subcontractor, materials, equipment, services, supplies or incidentals required to perform the Work. All refunds, trade discounts, rebates on materials, supplies and services, and all monies obtained from the disposal of surplus materials or supplies shall accrue to Owner.

4.3 Labor

Compensation to Subcontractor for construction labor, related costs and profit shall be in accordance with the rates set forth in Rate Schedule "A" entitled ALL INCLUSIVE LABOR RATES (Form 2A.2).



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

4.4 Equipment Rental

4.4.1 Equipment rental rates, as set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose Corporation 95110) shall apply for equipment used for extra work requested by Contractor.

Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount of operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.

When utilizing the rental rates appearing in the Blue Book, the Contractor (or Authority Engineer) shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

The rate to be applied for an item of tool, equipment construction aid used on a particular Work package shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of tool, equipment or construction aid, or substitute item of equipment is at the construction site for use by the Contractor or subcontractors whether under this Contract if any other contract with the Authority. Included within this period will be (i) work days of idleness results from acts or omission of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of tool, delivery to the construction site of the same substitute tool, equipment or construction aid. The number of workdays in the period for each rate shall be as indicated below:

**DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017**



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Three work days or less	daily rate
More than three work days but not more than fifteen work days	weekly rate
More than fifteen work days	monthly rate

The pro rata portion which one-hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of from weekly rental Blue Book
Hourly rate based on monthly rental	1/176 of from monthly rental Blue Book

The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.

If the Contractor (or Authority Engineer) should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Subcontractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Contractor (or Authority Engineer) to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the Subcontractor but will be based on the smallest quantity or smallest or least elaborate tool equipment or construction aid determined by the Contractor (or Authority Engineer) to have been suitable for the performance of the work.

There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Subcontractor or lower tier subcontractor and (c) notwithstanding the number of hours during which



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

such of tool, equipment or construction aid is utilized, the minimum rental therefore will be for a period of eight hours.

Notwithstanding anything to the contrary contained to the contrary contained in this numbered clause, the Contractor and Authority shall not be liable for any amount attributable to the rental of non-powered hand tools.

4.4.2 For equipment which is specifically mobilized to the jobsite for extra work, Subcontractor shall separately identify such transportation costs (including: loading, off-loading, assembly and disassembly) when submitting proposals to Phoenix/Authority for performing extra work. Transportation costs shall not be applicable to equipment already mobilized on the site.

4.4.3 When Subcontractor's equipment does not resemble the equipment having rental rates listed in Rate Schedule "B" for extra work, the rental rate shall be negotiated and agreed upon in writing by Contractor.

4.4.4 Compensation to Subcontractor for equipment used for extra work which is rented from third parties and does not resemble the equipment having rental rates listed in the "Rental Rate Blue Book" must be approved by Contractor in writing prior to rental and shall be at actual cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Contractor plus a mark-up, for all profit and overhead expense of Subcontractor thereon, of not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.4.5 All Subcontractors involved with the rental of equipment must comply with the requirements involving rental of equipment in Exhibit 2B.

4.5 Time Sheets

4.5.1 For all work performed on a cost-reimbursable basis, Subcontractor shall submit daily time sheets for approval by Contractor. An approved copy of the time sheets, which shall detail all hours worked, materials installed and equipment used, must be submitted in support of Subcontractor's monthly billing.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

5.0 Rate Schedules – To be determined if: requested by contractor, or if a price/cost change is required.

- 5.1 Rate Schedule "A" – All Inclusive Labor Rates
- 5.2 Rate Schedule "B" – Equipment Rental Rates
- 5.3 Rate Schedule "C" – List of SubSubcontractors

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SUBWAY BOX**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

1.0 PAYMENT SCHEDULE

Full compensation to Subcontractor for full and complete performance by Subcontractor of all the Work, compliance with all terms and conditions of this Subcontract, and for Subcontractor's payment of all obligations incurred in, or applicable to, performance of the Work, shall be the sum of the lump sums and the value of the unit prices set forth below in paragraph 1.1 below. Phoenix Constructors JV will reimburse the Subcontractor solely for actual contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System (accepted work in place) for reimbursement in accordance with paragraph 3.0 entitled "Invoicing Instructions."

Prior to proposal and thereafter updated prior to contract execution, the subcontractor shall submit for approval by Phoenix Constructors JV:

- a Detailed Schedule of Values (Form 2A.5), in a format that is required by, and acceptable to Phoenix Constructors JV (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- a Detailed Estimate Breakdown (Form 2A.7), (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- an Earned Value System (Form 2A.8) which supports the method in which the work will be broken down and contracted, and which will be utilized to support future invoicing. The Earned Value System must utilize the Detailed Estimate which ultimately must roll up to Support the Schedule of Values (An Example of an Earned Value System has been provided in EXCEL Format in the enclosed CD),
- a Detailed Schedule (Form 2A.6) which contains enough detail to support the execution of the work and identify all interface points between contractor and all other Subcontractors (This form MUST be submitted prior to proposal with the detailed schedule attached. Thereafter, the subcontractor MUST submit a detailed cost loaded schedule within 5 days of Phoenix requesting the subcontractor to do so. This detailed cost loaded schedule will supersede the submission of the initial detailed schedule and will be updated prior to contract execution and on a monthly basis thereafter as indicated in clause 3.4 of this exhibit).

The above referenced submittals are to be provided in addition to all other required submittals mandated by the Terms and Conditions of this Subcontract, and/or required to substantiate the Subcontractor's work actually performed.



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New York, NY 10017

RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020

**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK
SINGLE COMBINED PROPOSAL FOR WORK AREA 1 PATH HALL + WORK AREA 2, 1 LINE
SUBWAY BOX**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Subcontractors and their respective employees, subcontractors, and suppliers must comply with all security requirements set forth in this Subcontract including Exhibit 19C "WTC PATH Identification Guidelines For Subcontractors;" and all additional security requirements imposed by The Port Authority of New York and New Jersey, Phoenix Constructors, or any additional party that Phoenix Constructors in their sole determination believes shall have the ability to request such requirements. The Subcontractor shall be solely responsible for all costs and/or expenses associated with the security, enrollment and identification procedures and requirements set forth within this Subcontract including but not limited to the actual Secure Worker Access Consortium (SWAC) enrollment cost of \$250.00 per individual and all associated costs associated with such enrollment. All security related costs must be included in the Subcontractors proposal.

Applicable Credits – The applicable portion on ANY income, rebate, allowance, or other credit relating to any allowable cost or any Subcontractor work, which is received by, or accruing to the Subcontractor, shall be credited to Phoenix or the Government either as a cost reduction or by cash refund. This includes, but is not limited to the resale or reuse of any materials. Such a credit must be reflected in the associated price proposal for the value of the subcontracted work.

1.1 Firm Fixed Price

The undersigned, having examined this RFP/Contract Documents for this Work Package and having visited the job site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and each and every item of cost to perform operations necessary to complete the work as required by subject RFP/Contract Documents, "Station Construction and Transit Hall Structure to Grade – Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

The base price proposed as provided for in Paragraph A (Option A) below should assume that **all materials will delivered to the WTC Site and any Interim storage will be at the Phoenix provided Marshalling Yard** in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard."

A. Work Package # 20, Furnish, Fabricate and Erect, Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work

OPTION A:

**SINGLE COMBINED PROPOSAL FOR WORK AREA 1 PATH STATION + WORK
AREA 2, 1 LINE SUBWAY BOX**

DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

This base price proposed assumes that all materials will delivered to the WTC Site and any Interim storage will be at the Phoenix provided Marshalling Yard in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard" :

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 238,500,000 (in words) TWO HUNDRED AND THIRTY-EIGHT MILLION FIVE HUNDRED THOUSAND dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

B. Alternate Option - Furnish, Fabricate and Install Precast Concrete Floor and Walls instead of Cast in Place Concrete as indentified and depicted on the Contract drawings: S1311-1, S1312-1, S1313-1, S1314-1, S1411-1, S1412-1, S1413-1 & S1414-1

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 10,000,000 (in words) TEN MILLION dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

The above prices are firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The above prices shall be furnished in US dollars and are not subject to change based upon currency fluctuations. Payment for actual quantities at the Unit Price shall constitute full payment for the performance of the Subcontract and covers all cost of whatever nature incurred by the Subcontractor in accomplishing the Work in accordance with the provisions of this Subcontract.

Phoenix Constructors JV and Port Authority of New York and New Jersey has the exclusive right at their discretion to select and choose any single or combination of different proposals from the same or more than one bidder for the award. The bidders must consider and have appropriate allowance in their proposals for coordination and review of connection details at the common boundary lines for adjacent work packages, of the Work Package #20, WP#21 & WP# 9 & 9X, In addition to coordination with other WTC site stakeholders, i.e., memorial, towers 1,2,3 & 4, VOEC...

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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

NOTE ** This pricing format MUST be used**

All prices shall be furnished in US Dollars and are not subject to change based upon world currency fluctuations.

	Bid Breakdown Summary		A Path Hall	B 1 Line Subway Box	D A+B
	DESCRIPTION	UM			Total
1	Total Weight of Permanent Steel	US Ton	11,500 ^T	4500 ^T	16,000 ^T
2	Steel Material	Lump Sum	\$ 16,000,000	\$ 10,000,000	\$ 26,000,000
3	Steel Fabrication	Lump Sum	\$ 38,000,000	\$ 9,000,000	\$ 47,000,000
4	Intumescent Fire Resistant Coating	Lump Sum	\$ 23,000,000	\$ 2,000,000	\$ 25,000,000
5	Shipping and Handling FOB Job Site. (deliver material to WTC site using Phoenix DCM provided Marshalling Yard)	Lump Sum	\$ 6,000,000	\$ 2,000,000	\$ 8,000,000
6	Steel Erection Labor	Lump Sum	\$ 55,000,000	\$ 30,000,000	\$ 85,000,000
7	Metal Deck and Studs Labor and Material	Lump Sum	\$ 1,000,000	\$ 500,000	\$ 1,500,000
8	Precast Concrete Labor and Material	Lump Sum	\$ 15,000,000	\$ ϕ	\$ 15,000,000
9	Erection Equipment	Lump	\$ 5,000,000	\$ 2,000,000	\$ 7,000,000

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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

		Sum			
10	Temporary Construction	Lump Sum	\$ 5,000,000	\$ 2,000,000	\$ 7,000,000
11	Engineering M&M'T CONSTR. ENG. FAB ENG DRAFT, P.M. G.C.	Lump Sum	\$ 11,000,000	\$ 4,000,000	\$ 15,000,000
12	Quality Control	Lump Sum	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000
13	Total Bid Price	Lump Sum	\$ 176,000,000	\$ 62,500,000	\$ 238,500,000

Instructions:

- i. Insert in line 1 the US tonnage of the permanent steel to be fabricated and erected
- ii. Insert in line 2 thru 13 the US dollar value of the work described
- iii. Insert in line D the sum of columns A and B for each row 1 thru 12
- iv. Insert in row 13 the sum of total of rows 2 thru 12 each column A and B
- v. Insert in cell 13D the sum of total of cells 2D thru 12D. This shall be equal to the sum of total cells 13A thru 13B
- vi. The value in cell 13D must be equal to the Bid amount.



STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

1.1.1 To assist in the analysis of this proposal, the following information is REQUIRED TO BE COMPLETED by the Bidders. Failure to comply with this shall be considered Non Responsive RFP.

FOR ANALYSIS ONLY			
No.	Description	Quantity	Unit of Measure
1A	Permanent Steel – Special Shape Exposed Steel	14,400,000	LBS.
1B	Permanent Steel – Standard Profile Steel and Built up Section.	16,700,000	LBS
1C	Permanent Steel – 1-Line Steel	900,000	LBS
2	Temporary Supports System for Steel Erection	6,000,000	LBS
3	Metal Deck	37,900	SQ. Ft
4	Precast Concrete Floor Slab	49,645	SQ. Ft
5a	Precast Concrete Slab Ducts, Type A1 to A5	219	No.
5b	Precast Concrete Slab Ducts, Type B1 to B5	130	No.
5c	Precast Concrete Slab Ducts, Type C1 to C5	120	No.
5d	Precast Concrete Slab Ducts, Type D1 to D5	120	No.
6	Precast Concrete Wall Units	14,000	SQ. Ft
7	Precast Concrete Stair Units	128	No.
8	Intumescent Coating	319,000	SQ. Ft
9	Paint coating excluding area covered by Intumescent coating.	380,000	SQ. Ft
10	Alternate Option – Precast Concrete Floor & Walls	42,000	SQ. Ft

1. In the case of Item No. 1A, 1B and 1C the quantity shall be the number of pounds of structural steel to be fabricated / erected; Line Item No.2 Temporary support system for steel erection; No. 3 square feet of Metal Deck to be installed; Line Item No.4 Total square feet of Precast Concrete Floor Slab Installed; Item No. 5a, 5b & 5c Total number of typical Precast Concrete Slab ducts (Sections identified as 5a,



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

5b, 5c & 5d) Installed; Item No.6 Precast Concrete wall units in square feet; Item No. 7 Precast Concrete Stair units; Item No.8 total square feet of Intumescent Coating applied; No. 9 Total square feet of painted steel excluding steel covered by Intumescent coating. Item No.10 Alternate Option – Precast Concrete Floor & Walls.

2. Option to Paragraph 1.1A –Option A:

Subcontractor's Own Storage Yard Option [Identify Add(+) or Deduct(-)] with respect to the Base Price :

1	Provide a change in base cost to deliver all material to the WTC site using the Subcontractor's Own Storage Yard/Facilities Provide the cost of trucking and number to loads.	Number of Loads 900	Lump Sum	\$ \$1,000,000
2	Total Option Price	Lump Sum	Lump sum	\$1,000,000

3. In order to be eligible for the award of the structural steel work of this work package, the bidder must meet the following requirements:

- A. The bid proposal must include Method Statement for Steel Fabrication including detailed information on all facilities to be used. Steel Erection methodology to include proposed temporary support structure, type and location of crane / lifting devices / sequence of steel erection, transferring load to permanent structure. The method statement to include basic steel erection sequence including milestone dates for compliance with the project schedule.
- B. The bid proposal must include resumes of the Key Personnel allocated for this project including Project Manager, Shop & field Superintendents, Shop and Field Quality Control Managers, and person in-charge of Steel fabrication at the fabrication facility and Steel erection in the field.
- C. Specification Sec. 07816 'Epoxy Intumescent Coating System' Page 4 Article 5. Submit at the time of the bid , the properties of the proposed product, on the manufacture's letterhead for each of the items listed below:
 - a). Tensile Strength: ASTM D638.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- b). Bond Strength: ASTM D1002.
- c). Compressive Strength: ASTM D695
- d). Explosion: No delamination, no cracking when tested four bar over pressure test.
- e). Hardness: ASTM D2240
- f). Chemical Resistance: ISO2812-1
- g). Water Absorption: ISO 2812-2
- h). Flame Spread: Class A (Class 1) when tested in accordance with ASTM E84
- i). Smoke Development: Class A (Class 1) when tested with ASTM e84

The undersigned understands and agrees to comply with and be bound by the subcontractors pricing and instructions and other RFP/ contract documents.

The Undersigned acknowledges the receipt of any addendum issued by listing all by number below:

1 thru 17

Proposer: **DCM Erectors, Inc.**
110 East 42nd Street
Sulte 1704
New York, NY 10017

By: (Officer) *[Signature]*

Address: *[Redacted]*

Date of Proposal: *2/27/09* Corporate Seal:

The undersigned understands and agrees to comply with and be bound by the subcontractor's pricing and instructions and other RFP/ contract documents.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

1.2 Supplemental Unit Rates, All-in Rates and Cost/Price Assumptions

No changes are authorized from the approved scope, unless they are approved in writing by Phoenix Constructors JV (i.e., co-signed amendment), prior to the time of execution.

When changes occur from the anticipated job site, the following unit rates will be used to negotiate changes which shall also be finalized through the PC as firm fixed price.

All pricing assumptions shall be clearly stated to allow a reviewer to assess the potential cost risks associated with the proposed design, and associated construction efforts.

1.2.1 Financial Terms – See Subcontract

2.0 FEDERAL COMPLIANCE

Subcontractor acknowledges the fact that the World Trade Center Transportation Hub Project is a Federally funded project and as such all Subcontractors/Vendors must comply with and must require all of their respective lower tier Subcontractors/Vendors to comply with the Federal Acquisition Regulation ("FAR") and Truth in Negotiations Act ("TINA"), including but not limited to FAR Part 31 entitled "Contract Cost Principles and Procedures," and FAR Part 15 entitled "Contracting By Negotiation."

Such compliance includes but is not limited to the disclosure of all costs, mark-ups and any other financial information used to develop the proposed Contract, Purchase Order, Change Order, and/or Modification price, if requested, and the provision of any and all information requested Phoenix Constructors Joint Venture in order to substantiate compliance with the Federal Acquisition Regulations and Truth in Negotiations Act.

In addition to complying and providing Phoenix with all documents necessary to substantiate compliance with the FAR and TINA, the Subcontractor/Vendor agrees that if requested by Phoenix Constructors JV, the Subcontractor/Vendor must provide "Cost and Pricing Data" as required by Federal Acquisition Regulation Part 15.403 entitled "Obtaining Cost and Pricing Data" and execute a "Certificate of Current Cost or Pricing Data" which certifies that the data provided is "current, accurate, and complete."

Subcontractor must fully complete and submit FORM 2A.1 prior to proposal submission.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

3.0 INVOICING INSTRUCTIONS

- 3.1 Phoenix Constructors JV will reimburse the Subcontractor solely for actual, contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System for reimbursement in accordance with the information contained in this section entitled "Invoicing Instructions."
- 3.2 On a weekly basis the Subcontractor must perform a walk-through with appropriate Phoenix personnel to establish what work was actually performed during that respective week. On the Tuesday of every week, the Subcontractor must provide to their respective Contract Administrator a "Weekly Physical Progress Update" (See Form 2A.9) for the work performed during the previous week. The "Weekly Physical Progress Update" will be audited and verified for accuracy by appropriate Phoenix personnel and will be returned to the Subcontractor with comments. The "Weekly Progress Update" must be a cumulative report delineating all Work performed to date and specifically detailing the work performed for the respective week.
- 3.3 On a monthly basis Subcontractor shall submit to Phoenix Constructors, JV (PCJV) to the attention of the Contract Administrator an Invoice for the actual work performed that month. The invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the documentation required by Section 3.4. The invoice must be submitted, on the following dates for each month, with earned cost through the end of the month:
- Work performed in **Jan. '09** – Invoice must be submitted by **Feb. 9, 2009**
 - Work performed in **Feb. '09** – Invoice must be submitted by **Mar. 9, 2009**
 - Work performed in **Mar. '09** – Invoice must be submitted by **April 13, 2009**
 - Work performed in **April. '09** – Invoice must be submitted by **May 11, 2009**
 - Work performed in **May. '09** – Invoice must be submitted by **June 8, 2009**
 - Work performed in **June. '09** – Invoice must be submitted by **July 13, 2009**
 - Work performed in **July. '09** – Invoice must be submitted by **Aug.10, 2009**
 - Work performed in **Aug. '09** – Invoice must be submitted by **Sept. 7, 2009**
 - Work performed in **Sept. '09** – Invoice must be submitted by **Oct. 12, 2009**
 - Work performed in **Oct. '09** – Invoice must be submitted by **Nov. 9, 2009**
 - Work performed in **Nov. '09** – Invoice must be submitted by **Dec.7, 2009**

Updated schedules for subsequent years will be provided at a later date.

Phoenix will attempt to reimburse Subcontractor within 45 days from the receipt of an all inclusive, accurate invoice. Subsequent to the initial submittal by the Subcontractor, Phoenix will review the Invoice for accuracy. Any discrepancies



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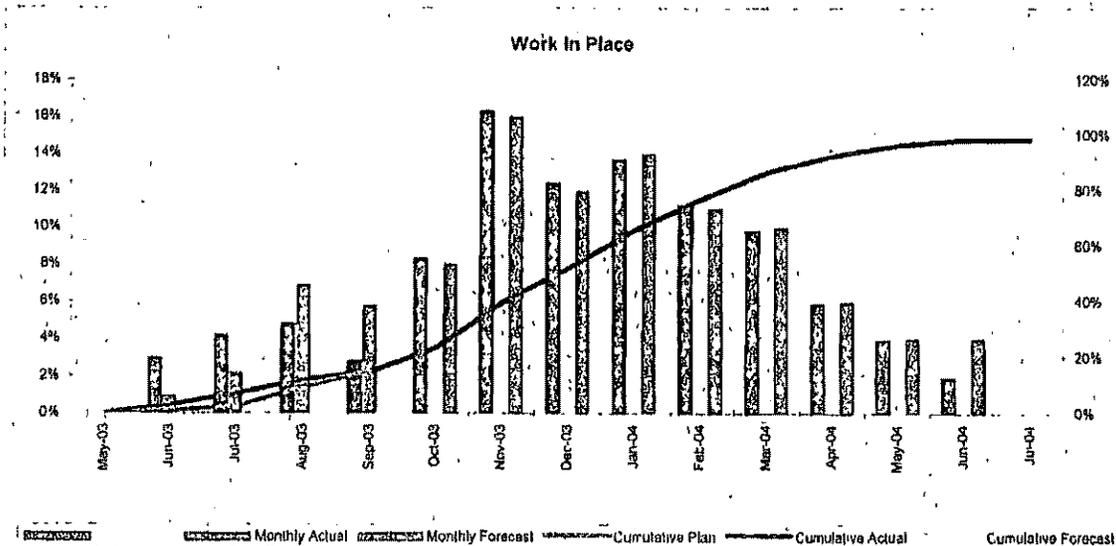
EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

or inaccuracies as determined solely by Phoenix will be returned to the Subcontractor for revision. Failure to provide an accurate invoice substantiated with all required documents can potentially delay the reimbursement of the Subcontractor's Invoice.

3.4 The Subcontractor's Invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the following documents:

- Earned Value System (Enclosed Excel Format in CD) (Attach to Form 2A.8)
- A Monthly Progress Report (Form 2A.10)
- Graphical Representation Regarding Performance (Examples shown on the following two pages of the three graphical representations required) (Attach to Form 2A.11):

- o Work In Place (Example Shown Below)



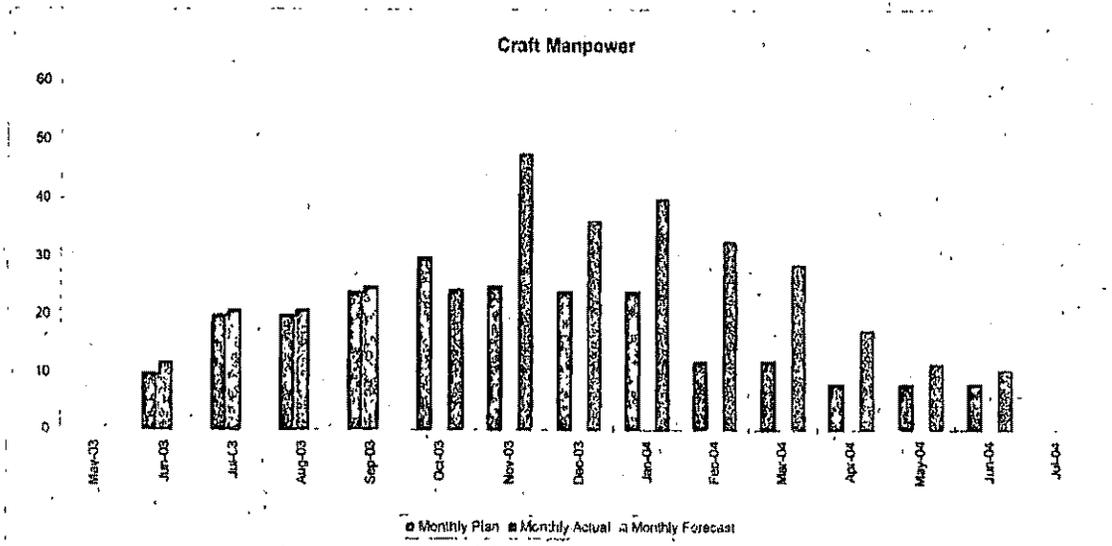


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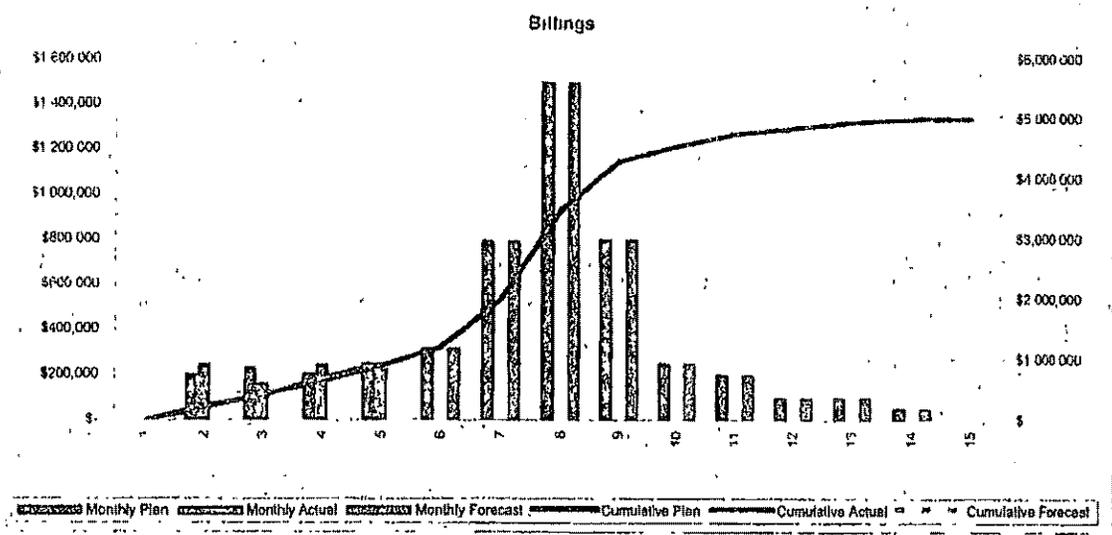
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o Craft Manpower (Example Shown Below)



o Billings (Example Shown Below)





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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- Detailed Estimate Breakdown (Form 2A.7),
- Schedule of Values (Form 2A.5)
- Detailed Updated Cost Loaded Schedule (Form 2A.6)
- Furnisher Information Schedule (Form 2A.13)
- Explanation of Any Variances from Planned Performance vs Actual Performance (Schedule, Manpower, Progress, etc)
- Notarized Certified Payrolls (mandatory form provided in Exhibit 7) (including all second tier subcontractors),
- Partial or Final Releases (Exhibits 3 or 4), and
- W/MBE Monthly Reports (Exhibit 6)

Subcontractor must submit the above requested material via e-mail to an email address to be provided at a later date.

- 3.5 PCJV shall advise the Subcontractor whether they agree with the amounts claimed, or ask for a meeting with the PCJV PM, PA PM, and the Subcontractor. During this meeting the value of the Invoice shall be agreed upon and signed off as approved.
- 3.6 Contractual retention, which is calculated per the terms of the Contract of amount invoiced, shall be identified on the face of each progress invoice and withheld from amounts payable. Retainage of 10% of the contract value will be held on all contracts and on any future modifications unless otherwise stated in the contract. Retainage or Final payment cannot be released until all contract work is completed, punchlist items are completed and signed off by PCJV and the Owner, all warranty and required turn-over information has been received, the Owner has approved the release, all paperwork and forms requested by this Contract have been provided, and the subcontractor has complied with all of the Terms & Conditions of this Contract. Do not invoice retainage until released to do so by the Contract Administrator. Final retainage must be billed separate from base contract invoicing on an Application for Final Payment and Final Payment Release. All outstanding contract modifications must be executed, and all contract deliverables including but not limited to insurance and bond requirements must be provided in accordance with the forms of the Contract. Failure to provide any of the required deliverables will be just cause for retainage retention by PCJV.
- 3.7 Subcontractor's invoices shall be clearly marked with this Subcontract Number and the appropriate milestone description of activities and/or work related to the billing.



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- 3.8 Subcontractor's invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted.
- 3.9 Phoenix shall not be obligated to pay for invoice items not fully supported by approved progress measurements and any other such documentation as may be required. Phoenix reserves the right to make provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.
- 3.10 Subcontractor shall sign each invoice certifying that all Work covered by the invoice is complete and that the invoice is correct, authentic and the only one issued for the Work described therein.
- 3.11 Any payments made shall not be construed to be an acceptance of defective Work nor relieve Subcontractor of any of its obligations.
- 3.12 Invoices for Cost-Reimbursable Work shall be prepared and submitted as follows:
- 3.12.1 Invoices for Labor shall be accompanied by Contractor approved daily reports or time sheets listing workers' names, classification, and straight time and overtime hours. Labor categories and rates must correspond to those set forth in Rate Schedule "A" of this Form 2A.2.
- 3.12.2 Invoices for Subcontractor-Owned Equipment shall be accompanied by Contractor approved daily reports or time sheets listing the equipment type, number, size and hours. Equipment descriptions and rates must correspond to those set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose CA 95110)
- 3.12.3 Invoices for Subcontractor Rented Equipment shall be accompanied by Contractor approved daily reports or time sheets listing equipment type, number, size and hours along with a copy of Subcontractor's rental agreement and invoice from supplier. The applicable markup as set forth in this Form 2A.3 shall be set forth separately.
- 3.12.4 Invoices for Materials shall be accompanied by field receiving documentation and a copy of Subcontractor's purchase order and invoice from supplier.
- 3.13 Each subcontractor **MUST** fully complete and sign the **certified payroll provided in Exhibit 7, Form 7.2**, on a weekly basis. As a prerequisite for payment, not limiting any other prerequisites for payment, the Subcontractor



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must submit all respective certified payrolls to the Contractor at the time of Invoicing.

- 3.14 Subcontractor must submit on a monthly basis, with their invoice, their updated M/WBE Participation Plan, in accordance with Exhibit 6. Failure to submit such Plan on a monthly basis shall be just cause for Phoenix/Authority to withhold payment from the Subcontractor. Submission of an updated M/WBE Plan is a condition precedent for payment to the Subcontractor.

4.0 PRICING FOR CHANGES

Compensation to Subcontractor for changes in the Scope of Work, shall be in accordance with the provisions of Article 8, Change Orders of GC Long Form Subcontract Rev. 0, except to the extent otherwise provided below:

Phoenix may request, and Subcontractor shall provide, proposals for Scope of Work changes (additions and deletions) which are priced, at Phoenix' option, by one or a combination of the following methods:

- a. Negotiated Lump Sums based upon a mutually agreed Scope of Work.
- b. Applicable unit prices set forth in Exhibit B, titled, Contract Unit Rates, if the Work is possible to be fairly classified under the Unit Price Items.
- c. Negotiated Unit Prices not established in the Contract.
- d. On a "cost-reimbursement plus a fixed fee" basis, or at the labor and equipment rates as set forth in Rate Schedule "A" and "B".
- e. Any price based upon cost plus a percentage of cost is expressly prohibited.
- f. Any additional alternative that the Contractor deems appropriate.

4.1 Lower tier Subcontracts

- 4.1.1 All subcontracts and services provided by others for performance of changes or extra work requested by Phoenix/Authority, which have not been objected to by Phoenix/Authority shall be at actual cost to Subcontractor of such subcontracts or services provided by others (not to exceed such subcontract price) plus a mark-up for all overhead and fee of Subcontractor thereon which shall not exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit



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SINGLE COMBINED PROPOSAL FOR WORK AREA 1 PATH HALL + WORK AREA 2, 1 LINE
SUBWAY BOX**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

- 4.1.2 Subcontractor's Invoices for work performed by any of Subcontractor's "lower tier subcontractors" may include an allowance for the "lower tier subcontractor's" overhead and fee which shall not exceed 10%.
- 4.1.3 In no instance shall the mark-ups or rates for changes provided by lower tier subcontractor to Subcontractor exceed the mark-ups or rates for changes as stipulated in this Article 3.0. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2 Materials

- 4.2.1 Compensation to Subcontractor for materials supplied by Subcontractor for incorporation into the permanent facility (excluding consumable, expendable, and small tools) shall be at actual invoiced cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, plus a mark-up, for all fee and overhead expense not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.2.2 Temporary Materials will be reimbursed at the direct cost of such materials, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, less their salvage value, if any.
- 4.2.3 Phoenix/Authority reserves the right to provide, at no cost to Subcontractor, materials, equipment, services, supplies or incidentals required to perform the Work. All refunds, trade discounts, rebates on materials, supplies and services, and all monies obtained from the disposal of surplus materials or supplies shall accrue to Owner.

4.3 Labor

Compensation to Subcontractor for construction labor, related costs and profit shall be in accordance with the rates set forth in Rate Schedule "A" entitled ALL INCLUSIVE LABOR RATES attached (Form 2A.2).



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4.4 Equipment Rental

- 4.4.1 Equipment rental rates, as set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose Corporation 95110) shall apply for equipment used for extra work requested by Contractor.

Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount of operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.

When utilizing the rental rates appearing in the Blue Book, the Contractor (or Authority Engineer) shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

The rate to be applied for an item of tool, equipment construction aid used on a particular Work package shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of tool, equipment or construction aid, or substitute item of equipment is at the construction site for use by the Contractor or subcontractors whether under this Contract or any other contract with the Authority. Included within this period will be (i) work days of idleness results from acts or omission of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of tool, delivery to the construction site of the same substitute tool, equipment or construction aid. The number of workdays in the period for each rate shall be as indicated below:



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Three work days or less	daily rate
More than three work days but not more than fifteen work days	weekly rate
More than fifteen work days	monthly rate

The pro rata portion which one-hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of from weekly rental Blue Book
Hourly rate based on monthly rental	1/176 of from monthly rental Blue Book

The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.

If the Contractor (or Authority Engineer) should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Subcontractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Contractor (or Authority Engineer) to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the Subcontractor but will be based on the smallest quantity or smallest or least elaborate tool equipment or construction aid determined by the Contractor (or Authority Engineer) to have been suitable for the performance of the work.

There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Subcontractor or lower tier subcontractor and (c) notwithstanding the number of hours during which



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such of tool, equipment or construction aid is utilized, the minimum rental therefore will be for a period of eight hours.

Notwithstanding anything to the contrary contained to the contrary contained in this numbered clause, the Contractor and Authority shall not be liable for any amount attributable to the rental of non-powered hand tools.

- 4.4.2 For equipment which is specifically mobilized to the jobsite for extra work, Subcontractor shall separately identify such transportation costs (including: loading, off-loading, assembly and disassembly) when submitting proposals to Phoenix/Authority for performing extra work. Transportation costs shall not be applicable to equipment already mobilized on the site.
- 4.4.3 When Subcontractor's equipment does not resemble the equipment having rental rates listed in Rate Schedule "B" for extra work, the rental rate shall be negotiated and agreed upon in writing by Contractor.
- 4.4.4 Compensation to Subcontractor for equipment used for extra work which is rented from third parties and does not resemble the equipment having rental rates listed in the "Rental Rate Blue Book" must be approved by Contractor in writing prior to rental and shall be at actual cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Contractor plus a mark-up, for all profit and overhead expense of Subcontractor thereon, of not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.4.5 All Subcontractors involved with the rental of equipment must comply with the requirements involving rental of equipment in Exhibit 2B.

4.5 Time Sheets

- 4.5.1 For all work performed on a cost-reimbursable basis, Subcontractor shall submit daily time sheets for approval by Contractor. An approved copy of the time sheets, which shall detail all hours worked, materials installed and equipment used, must be submitted in support of Subcontractor's monthly billing.



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5.0 **Rate Schedules – To be determined if: requested by contractor, or if a price/cost change is required.**

- 5.1 Rate Schedule "A" – All Inclusive Labor Rates
- 5.2 Rate Schedule "B" – Equipment Rental Rates
- 5.3 Rate Schedule "C" – List of SubSubcontractors

**DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017**



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1.0 PAYMENT SCHEDULE

Full compensation to Subcontractor for full and complete performance by Subcontractor of all the Work, compliance with all terms and conditions of this Subcontract, and for Subcontractor's payment of all obligations incurred in, or applicable to, performance of the Work, shall be the sum of the lump sums and the value of the unit prices set forth below in paragraph 1.1 below. Phoenix Constructors JV will reimburse the Subcontractor solely for actual contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System (accepted work in place) for reimbursement in accordance with paragraph 3.0 entitled "Invoicing Instructions."

Prior to proposal and thereafter updated prior to contract execution, the subcontractor shall submit for approval by Phoenix Constructors JV:

- a Detailed Schedule of Values (Form 2A.5), in a format that is required by, and acceptable to Phoenix Constructors JV (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- a Detailed Estimate Breakdown (Form 2A.7), (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- an Earned Value System (Form 2A.8) which supports the method in which the work will be broken down and contracted, and which will be utilized to support future invoicing. The Earned Value System must utilize the Detailed Estimate which ultimately must roll up to Support the Schedule of Values (An Example of an Earned Value System has been provided in EXCEL Format in the enclosed CD),
- a Detailed Schedule (Form 2A.6) which contains enough detail to support the execution of the work and identify all interface points between contractor and all other Subcontractors (This form MUST be submitted prior to proposal with the detailed schedule attached. Thereafter, the subcontractor MUST submit a detailed cost loaded schedule within 5 days of Phoenix requesting the subcontractor to do so. This detailed cost loaded schedule will supersede the submission of the initial detailed schedule and will be updated prior to contract execution and on a monthly basis thereafter as indicated in clause 3.4 of this exhibit).

The above referenced submittals are to be provided in addition to all other required submittals mandated by the Terms and Conditions of this Subcontract, and/or required to substantiate the Subcontractor's work actually performed.

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Subcontractors and their respective employees, subcontractors, and suppliers must comply with all security requirements set forth in this Subcontract including Exhibit 19C "WTC PATH Identification Guidelines For Subcontractors;" and all additional security requirements imposed by The Port Authority of New York and New Jersey, Phoenix Constructors, or any additional party that Phoenix Constructors in their sole determination believes shall have the ability to request such requirements. The Subcontractor shall be solely responsible for all costs and/or expenses associated with the security, enrollment and identification procedures and requirements set forth within this Subcontract including but not limited to the actual Secure Worker Access Consortium (SWAC) enrollment cost of \$250.00 per individual and all associated costs associated with such enrollment. All security related costs must be included in the Subcontractors proposal.

Applicable Credits – The applicable portion on ANY income, rebate, allowance, or other credit relating to any allowable cost or any Subcontractor work, which is received by, or accruing to the Subcontractor, shall be credited to Phoenix or the Government either as a cost reduction or by cash refund. This includes, but is not limited to the resale or reuse of any materials. Such a credit must be reflected in the associated price proposal for the value of the subcontracted work.

1.1 Firm Fixed Price

The undersigned, having examined this RFP/Contract Documents for this Work Package and having visited the job site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and each and every item of cost to perform operations necessary to complete the work as required by subject RFP/Contract Documents, "Station Construction and Transit Hall Structure to Grade – Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

The base price proposed as provided for in Paragraph A (Option B) below should assume that all materials will delivered to the WTC Site and any Interim storage will be at the Phoenix provided Marshalling Yard in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard."

A. Work Package # 20, Furnish, Fabricate and Erect, Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work

OPTION B:

PROPOSAL FOR WORK AREA 3, TRANSIT HALL

This base price proposed assumes that all materials will delivered to the WTC Site and any Interim storage will be at the Phoenix provided

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Marshalling Yard in accordance with Exhibit 1 Paragraph 3.57 entitled
 "Marshalling Yard":

The total price for complete performance of all the tasks described in Exhibit 1
 Statement of Work is \$ 106,000,000 (in words) ONE HUNDRED
AND SIX MILLION dollars as indicated
 below. The Price is firm and fixed for the duration of the Subcontract and is not
 subject to escalation for any cause. The breakdown of this Total Price against
 individual pay items is detailed below.

The Price is firm and fixed for the duration of the Subcontract and is not subject to
 escalation for any cause. The price shall be furnished in US dollars and are not subject
 to change based upon currency fluctuations. Payment for actual quantities at the Unit
 Price shall constitute full payment for the performance of the Subcontract and covers all
 cost of whatever nature incurred by the Subcontractor in accomplishing the Work in
 accordance with the provisions of this Subcontract.

Phoenix Constructors JV and Port Authority of New York and New Jersey has the
 exclusive right at their discretion to select and choose any single or combination of
 different proposals from the same or more than one bidder for the award. The bidders
 must consider and have appropriate allowance in their proposals for coordination and
 review of connection details at the common boundary lines for adjacent work packages,
 of the Work Package #20, WP#21 & WP# 9 & 9X, in addition to coordination with other
 WTC site stakeholders, i.e., memorial, towers 1,2,3 & 4, VOECC...

NOTE ** This pricing format MUST be used**

All prices shall be furnished in US Dollars and are not subject to change based upon
 world currency fluctuations.

	DESCRIPTION	UM	Total
1	Total Weight of Permanent Steel	US Ton	9,400 ^T
2	Steel Material	Lump Sum	\$ 13,000,000
3	Steel Fabrication	Lump Sum	\$ 17,000,000
4	Intumescent Fire Resistant Coating	Lump Sum	\$ 3,700,000

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5	Shipping and Handling FOB Job Site (deliver material to WTC site using Phoenix provided Marshalling Yard)	Lump Sum	\$ 5,300,000
6	Steel Erection Labor	Lump Sum	\$ 41,000,000
7	Metal Deck and Studs Labor and Material	Lump Sum	\$ 3,000,000
8	Precast Concrete Labor and Material	Lump Sum	\$ 0
9	Erection Equipment	Lump Sum	\$ 8,000,000
10	Temporary Construction	Lump Sum	\$ 6,000,000
11	Engineering , MGMT, CONST. ENG, FAB ENG, DRAFTING, PM, GC.	Lump Sum	\$ 8,000,000
12	Quality Control	Lump Sum	\$ 1,000,000
13	Total Bid Price	Lump Sum	\$ 106,000,000

Instructions: i. Insert in line 1 the US tonnage of the permanent steel
fabricated and erected.

ii. The value in row 13 to be equal to the total bid price.

1.1.1 To assist in the analysis of this proposal, the following information is REQUIRED TO
BE COMPLETED by the Bidders. Failure to comply with this shall be considered Non
Responsive RFP.

FOR ANALYSIS ONLY			
No.	Description	Quantity	Unit of Measure
1A	Permanent Steel – Special Shape Exposed Steel	8,000,000	LBS.
1B	Permanent Steel – Standard Profile	10,000,000	LBS

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Steel and Built up Section.			
2	Temporary Supports System for Steel Erection	4,000,000	LBS
3	Metal Deck	169,000	SQ. Ft
4	Intumescent Coating	176,000	SQ. Ft
5	Paint coating excluding area covered by Intumescent coating.	361,000	SQ. Ft
6	Precast Concrete	0	SQ. Ft.

1. In the case of Item No. 1A and 1B the quantity shall be the number of pounds of structural steel to be fabricated / erected; Line Item No.2 Temporary support system for steel erection; No. 3 square feet of Metal Deck to be installed; Line Item No.4 total square feet of Intumescent Coating applied; No. 5 total square feet of painted steel excluding steel covered by Intumescent coating; No. 6 total square feet of precast concrete.

2. Option to Paragraph 1.1A -- Option B:

Subcontractor's Own Storage Yard Option [Identify Add(+) or Deduct(-)] with respect to the Base Price :

PHOENIX	1	Provide a change in base cost to deliver all material to the WTC site using the Subcontractor's Own Storage Yard/Facilities Provide the cost of trucking and number to loads.	Number of Loads	Lump Sum	\$
			470		+ \$500,000
	2	Total Option Price	Lump Sum	Lump sum	\$500,000

3. In order to be eligible for the award of the structural steel work of this work package, the bidder must meet the following requirements:

A. The bid proposal must include Method Statement for Steel Fabrication including detailed information on all facilities to be used. Steel Erection methodology to include proposed temporary support structure, type and location of crane / lifting devices / sequence of steel erection, transferring load to permanent structure. The method statement to include basic steel erection sequence including milestone dates for compliance with the project schedule.



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- B. The bid proposal must include resumes of the Key Personnel allocated for this project including Project Manager, Shop & field Superintendents, Shop and Field Quality Control Managers, and person in-charge of Steel fabrication at the fabrication facility and Steel erection in the field.
- C. Specification Sec. 07816 'Epoxy Intumescent Coating System' Page 4 Article 5. Submit at the time of the bid, the properties of the proposed product, on the manufacture's letterhead for each of the items listed below:
- a). Tensile Strength: ASTM D638.
 - b). Bond Strength: ASTM D1002.
 - c). Compressive Strength: ASTM D695
 - d). Explosion: No delamination, no cracking when tested four bar over pressure test.
 - e). Hardness: ASTM D2240
 - f). Chemical Resistance: ISO2812-1
 - g). Water Absorption: ISO 2812-2
 - h). Flame Spread: Class A (Class 1) when tested in accordance with ASTM E84
 - i). Smoke Development: Class A (Class 1) when tested with ASTM e84

The undersigned understands and agrees to comply with and be bound by the subcontractors pricing and instructions and other RFP/ contract documents.

The Undersigned acknowledges the receipt of any addendum issued by listing all by number below:

1 THRU 17

Proposer:

DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017

Company Name:

By: (Officer)

 Larry Davis.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Address:

Date of Proposal: 2/27/09 Corporate Seal:

The undersigned understands and agrees to comply with and be bound by the subcontractor's pricing and instructions and other RFP/ contract documents.

1.2 Supplemental Unit Rates, All-In Rates and Cost/Price Assumptions

No changes are authorized from the approved scope, unless they are approved in writing by Phoenix Constructors JV (i.e., co-signed amendment), prior to the time of execution.

When changes occur from the anticipated job site, the following unit rates will be used to negotiate changes which shall also be finalized through the PC as firm fixed price.

All pricing assumptions shall be clearly stated to allow a reviewer to assess the potential cost risks associated with the proposed design, and associated construction efforts.

1.2.1 Financial Terms – See Subcontract

2.0 FEDERAL COMPLIANCE

Subcontractor acknowledges the fact that the World Trade Center Transportation Hub Project is a Federally funded project and as such all Subcontractors/Vendors must comply with and must require all of their respective lower tier Subcontractors/Vendors to comply with the Federal Acquisition Regulation ("FAR") and Truth in Negotiations Act ("TINA"), including but not limited to FAR Part 31 entitled "Contract Cost Principles and Procedures," and FAR Part 15 entitled "Contracting By Negotiation."

Such compliance includes but is not limited to the disclosure of all costs, mark-ups and any other financial information used to develop the proposed Contract, Purchase Order, Change Order, and/or Modification price, if requested, and the provision of any and all information requested Phoenix Constructors Joint Venture in order to substantiate compliance with the Federal Acquisition Regulations and Truth in Negotiations Act.

In addition to complying and providing Phoenix with all documents necessary to substantiate compliance with the FAR and TINA, the Subcontractor/Vendor agrees that if requested by Phoenix Constructors JV, the Subcontractor/Vendor must provide "Cost and Pricing Data" as required by Federal Acquisition Regulation Part 15.403 entitled



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"Obtaining Cost and Pricing Data" and execute a "Certificate of Current Cost or Pricing Data" which certifies that the data provided is "current, accurate, and complete."

Subcontractor must fully complete and submit FORM 2A.1 prior to proposal submission.

3.0 INVOICING INSTRUCTIONS

- 3.1 Phoenix Constructors JV will reimburse the Subcontractor solely for actual, contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System for reimbursement in accordance with the information contained in this section entitled "Invoicing Instructions."
- 3.2 On a weekly basis the Subcontractor must perform a walk-through with appropriate Phoenix personnel to establish what work was actually performed during that respective week. On the Tuesday of every week, the Subcontractor must provide to their respective Contract Administrator a "Weekly Physical Progress Update" (See Form 2A.9) for the work performed during the previous week. The "Weekly Physical Progress Update" will be audited and verified for accuracy by appropriate Phoenix personnel and will be returned to the Subcontractor with comments. The "Weekly Progress Update" must be a cumulative report delineating all Work performed to date and specifically detailing the work performed for the respective week.
- 3.3 On a monthly basis Subcontractor shall submit to Phoenix Constructors, JV (PCJV) to the attention of the Contract Administrator an Invoice for the actual work performed that month. The invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the documentation required by Section 3.4. The invoice must be submitted, on the following dates for each month, with earned cost through the end of the month:

Work performed in Jan. '09 -- Invoice must be submitted by Feb. 9, 2009
Work performed in Feb. '09 -- Invoice must be submitted by Mar. 9, 2009
Work performed in Mar. '09 -- Invoice must be submitted by April 13, 2009
Work performed in April. '09 -- Invoice must be submitted by May 11, 2009
Work performed in May. '09 -- Invoice must be submitted by June 8, 2009
Work performed in June. '09 -- Invoice must be submitted by July 13, 2009
Work performed in July. '09 -- Invoice must be submitted by Aug. 10, 2009
Work performed in Aug. '09 -- Invoice must be submitted by Sept. 7, 2009
Work performed in Sept. '09 -- Invoice must be submitted by Oct. 12, 2009
Work performed in Oct. '09 -- Invoice must be submitted by Nov. 9, 2009
Work performed in Nov. '09 -- Invoice must be submitted by Dec. 7, 2009

Updated schedules for subsequent years will be provided at a later date.



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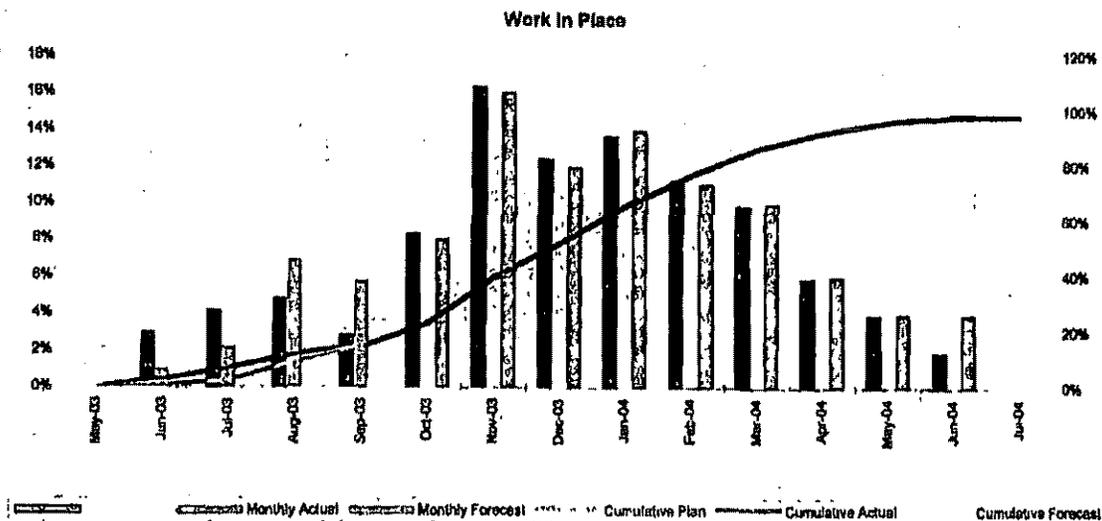
EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Phoenix will attempt to reimburse Subcontractor within 45 days from the receipt of an all inclusive, accurate invoice. Subsequent to the initial submittal by the Subcontractor, Phoenix will review the Invoice for accuracy. Any discrepancies or inaccuracies as determined solely by Phoenix will be returned to the Subcontractor for revision. Failure to provide an accurate invoice substantiated with all required documents can potentially delay the reimbursement of the Subcontractor's Invoice.

3.4 The Subcontractor's Invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the following documents:

- Earned Value System (Enclosed Excel Format in CD) (Attach to Form 2A.8)
- A Monthly Progress Report (Form 2A.10)
- Graphical Representation Regarding Performance (Examples shown on the following two pages of the three graphical representations required) (Attach to Form 2A.11):

o Work In Place (Example Shown Below)



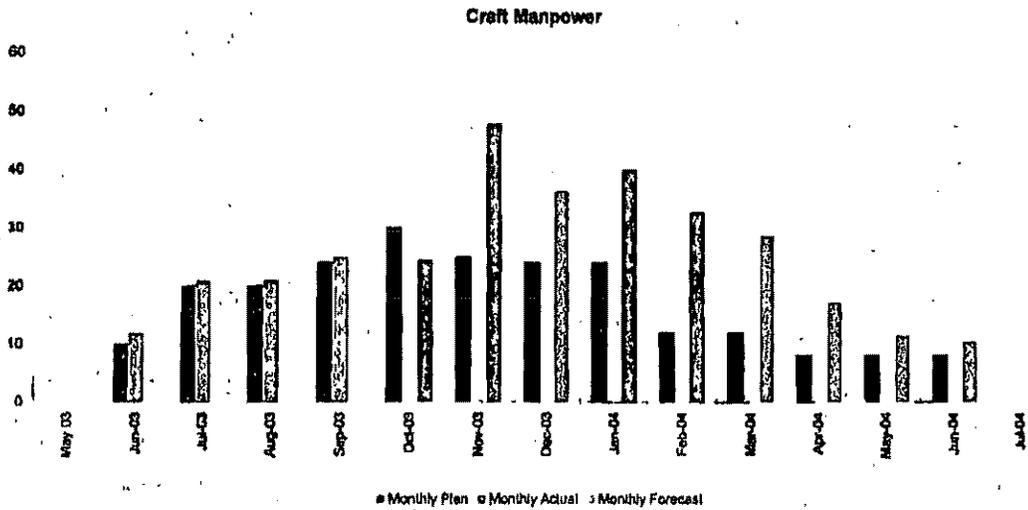


RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020

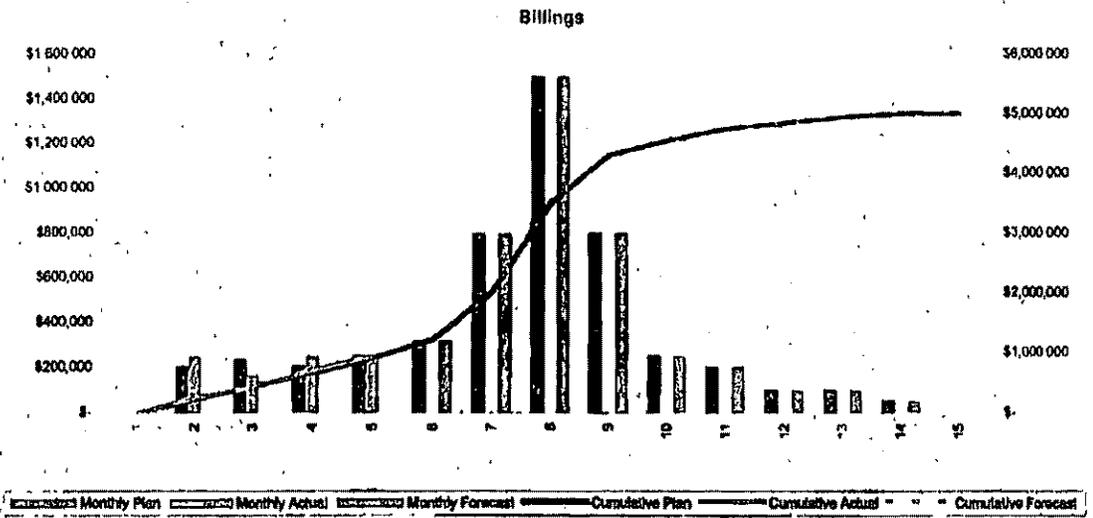
**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK
PROPOSAL FOR WORK AREA 3, TRANSIT HALL**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

o Craft Manpower (Example Shown Below)



o Billings (Example Shown Below)



DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017



RFP/CONTRACT NO.: W0TC-GC1-2-KN0188-020

**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- Detailed Estimate Breakdown (Form 2A.7),
- Schedule of Values (Form 2A.5)
- Detailed Updated Cost Loaded Schedule (Form 2A.6)
- Furnisher Information Schedule (Form 2A.13)
- Explanation of Any Variances from Planned Performance vs Actual Performance (Schedule, Manpower, Progress, etc)
- Notarized Certified Payrolls (mandatory form provided in Exhibit 7) (including all second tier subcontractors),
- Partial or Final Releases (Exhibits 3 or 4), and
- W/MBE Monthly Reports (Exhibit 6)

Subcontractor must submit the above requested material via e-mail to an email address to be provided at a later date.

- 3.5 PCJV shall advise the Subcontractor whether they agree with the amounts claimed, or ask for a meeting with the PCJV PM, PA PM, and the Subcontractor. During this meeting the value of the invoice shall be agreed upon and signed off as approved.
- 3.6 Contractual retention, which is calculated per the terms of the Contract of amount invoiced, shall be identified on the face of each progress invoice and withheld from amounts payable. Retainage of 10% of the contract value will be held on all contracts and on any future modifications unless otherwise stated in the contract. Retainage or Final payment cannot be released until all contract work is completed, punchlist items are completed and signed off by PCJV and the Owner, all warranty and required turn-over information has been received, the Owner has approved the release, all paperwork and forms requested by this Contract have been provided, and the subcontractor has complied with all of the Terms & Conditions of this Contract. Do not invoice retainage until released to do so by the Contract Administrator. Final retainage must be billed separate from base contract invoicing on an Application for Final Payment and Final Payment Release. All outstanding contract modifications must be executed, and all contract deliverables including but not limited to insurance and bond requirements must be provided in accordance with the forms of the Contract. Failure to provide any of the required deliverables will be just cause for retainage retention by PCJV.
- 3.7 Subcontractor's invoices shall be clearly marked with this Subcontract Number and the appropriate milestone description of activities and/or work related to the billing.
- 3.8 Subcontractor's invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- 3.9 Phoenix shall not be obligated to pay for Invoice Items not fully supported by approved progress measurements and any other such documentation as may be required. Phoenix reserves the right to make provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.
- 3.10 Subcontractor shall sign each invoice certifying that all Work covered by the invoice is complete and that the invoice is correct, authentic and the only one issued for the Work described therein.
- 3.11 Any payments made shall not be construed to be an acceptance of defective Work nor relieve Subcontractor of any of its obligations.
- 3.12 Invoices for Cost-Reimbursable Work shall be prepared and submitted as follows:
- 3.12.1 Invoices for Labor shall be accompanied by Contractor approved daily reports or time sheets listing workers' names, classification, and straight time and overtime hours. Labor categories and rates must correspond to those set forth in Rate Schedule "A" of this Form 2A.2.
- 3.12.2 Invoices for Subcontractor-Owned Equipment shall be accompanied by Contractor approved daily reports or time sheets listing the equipment type, number, size and hours. Equipment descriptions and rates must correspond to those set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose CA 95110)
- 3.12.3 Invoices for Subcontractor Rented Equipment shall be accompanied by Contractor approved daily reports or time sheets listing equipment type, number, size and hours along with a copy of Subcontractor's rental agreement and invoice from supplier. The applicable markup as set forth in this Form 2A.3 shall be set forth separately.
- 3.12.4 Invoices for Materials shall be accompanied by field receiving documentation and a copy of Subcontractor's purchase order and invoice from supplier.
- 3.13 Each subcontractor **MUST** fully complete and sign the certified payroll provided in Exhibit 7, Form 7.2, on a weekly basis. As a prerequisite for payment, not limiting any other prerequisites for payment, the Subcontractor must submit all respective certified payrolls to the Contractor at the time of invoicing.
- 3.14 Subcontractor must submit on a monthly basis, with their invoice, their updated



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

MWBE Participation Plan, in accordance with Exhibit 6. Failure to submit such Plan on a monthly basis shall be just cause for Phoenix/Authority to withhold payment from the Subcontractor. Submission of an updated MWBE Plan is a condition precedent for payment to the Subcontractor.

4.0 PRICING FOR CHANGES

Compensation to Subcontractor for changes in the Scope of Work shall be in accordance with the provisions of Article 8, Change Orders of GC Long Form Subcontract Rev. 0, except to the extent otherwise provided below:

Phoenix may request, and Subcontractor shall provide, proposals for Scope of Work changes (additions and deletions) which are priced, at Phoenix' option, by one or a combination of the following methods:

- a. Negotiated Lump Sums based upon a mutually agreed Scope of Work.
- b. Applicable unit prices set forth in Exhibit B, titled, Contract Unit Rates, if the Work is possible to be fairly classified under the Unit Price items.
- c. Negotiated Unit Prices not established in the Contract.
- d. On a "cost-reimbursement plus a fixed fee" basis, or at the labor and equipment rates as set forth in Rate Schedule "A" and "B".
- e. Any price based upon cost plus a percentage of cost is expressly prohibited.
- f. Any additional alternative that the Contractor deems appropriate.

4.1 Lower tier Subcontracts

4.1.1 All subcontracts and services provided by others for performance of changes or extra work requested by Phoenix/Authority, which have not been objected to by Phoenix/Authority shall be at actual cost to Subcontractor of such subcontracts or services provided by others (not to exceed such subcontract price) plus a mark-up for all overhead and fee of Subcontractor thereon which shall not exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.1.2 Subcontractor's invoices for work performed by any of Subcontractor's "lower tier subcontractors" may include an allowance for the "lower tier subcontractors" overhead and fee which shall not exceed 10%.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

4.1.3 In no instance shall the mark-ups or rates for changes provided by lower tier subcontractor to Subcontractor exceed the mark-ups or rates for changes as stipulated in this Article 3.0. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2 Materials

4.2.1 Compensation to Subcontractor for materials supplied by Subcontractor for incorporation into the permanent facility (excluding consumable, expendable, and small tools) shall be at actual invoiced cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, plus a mark-up, for all fee and overhead expense not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2.2 Temporary Materials will be reimbursed at the direct cost of such materials, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, less their salvage value, if any.

4.2.3 Phoenix/Authority reserves the right to provide, at no cost to Subcontractor, materials, equipment, services, supplies or incidentals required to perform the Work. All refunds, trade discounts, rebates on materials, supplies and services, and all monies obtained from the disposal of surplus materials or supplies shall accrue to Owner.

4.3 Labor

Compensation to Subcontractor for construction labor, related costs and profit shall be in accordance with the rates set forth in Rate Schedule "A" entitled ALL INCLUSIVE LABOR RATES (Form 2A.2).

4.4 Equipment Rental

4.4.1 Equipment rental rates, as set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose Corporation 95110) shall apply for equipment used for extra work requested by Contractor.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount of operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.

When utilizing the rental rates appearing in the Blue Book, the Contractor (or Authority Engineer) shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

The rate to be applied for an item of tool, equipment construction aid used on a particular Work package shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of tool, equipment or construction aid, or substitute item of equipment is at the construction site for use by the Contractor or subcontractors whether under this Contract or any other contract with the Authority. Included within this period will be (i) work days of idleness results from acts or omission of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of tool, delivery to the construction site of the same substitute tool, equipment or construction aid. The number of workdays in the period for each rate shall be as indicated below:

Three work days or less	daily rate
More than three work days but not more than fifteen work days	weekly rate



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

More than fifteen work days	monthly rate
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The pro rata portion which one-hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of from weekly rental Blue Book
Hourly rate based on monthly rental	1/176 of from monthly rental Blue Book

The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.

If the Contractor (or Authority Engineer) should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Subcontractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Contractor (or Authority Engineer) to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the Subcontractor but will be based on the smallest quantity or smallest or least elaborate tool equipment or construction aid determined by the Contractor (or Authority Engineer) to have been suitable for the performance of the work.

There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Subcontractor or lower tier subcontractor and (c) notwithstanding the number of hours during which such of tool, equipment or construction aid is utilized, the minimum rental therefore will be for a period of eight hours.

Notwithstanding anything to the contrary contained to the contrary contained in this numbered clause, the Contractor and Authority shall not be liable for any amount attributable to the rental of non-powered hand tools.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- 4.4.2 For equipment which is specifically mobilized to the jobsite for extra work, Subcontractor shall separately identify such transportation costs (including: loading, off-loading, assembly and disassembly) when submitting proposals to Phoenix/Authority for performing extra work. Transportation costs shall not be applicable to equipment already mobilized on the site.
- 4.4.3 When Subcontractor's equipment does not resemble the equipment having rental rates listed in Rate Schedule "B" for extra work, the rental rate shall be negotiated and agreed upon in writing by Contractor.
- 4.4.4 Compensation to Subcontractor for equipment used for extra work which is rented from third parties and does not resemble the equipment having rental rates listed in the "Rental Rate Blue Book" must be approved by Contractor in writing prior to rental and shall be at actual cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Contractor plus a mark-up, for all profit and overhead expense of Subcontractor thereon, of not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.4.5 All Subcontractors involved with the rental of equipment must comply with the requirements involving rental of equipment in Exhibit 2B.
- 4.5 **Time Sheets**
 - 4.5.1 For all work performed on a cost-reimbursable basis, Subcontractor shall submit daily time sheets for approval by Contractor. An approved copy of the time sheets, which shall detail all hours worked, materials installed and equipment used, must be submitted in support of Subcontractor's monthly billing.
- 5.0 **Rate Schedules – To be determined if: requested by Phoenix Constructors JV, or if a price/cost change is required.**
 - 5.1 Rate Schedule "A" – All Inclusive Labor Rates
 - 5.2 Rate Schedule "B" – Equipment Rental Rates
 - 5.3 Rate Schedule "C" – List of SubSubcontractors

DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017



Commercial Proposal 6.2

FORM: 2C.1

CONTRACTOR'S SIGNATURE AUTHORIZATION

Contract Number: WOTC-GC1-2-KNO186-020

Contractor's Name: _____

Contractor's Home Address: DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017

Telephone Number: (212) 599-1603

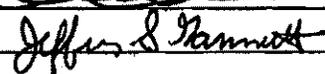
Fax Number: (212) 599-1615

Contractor's Field Office Address: To Be Determined

Telephone Number: () _____

Fax Number: () _____

The below named individuals are authorized to sign documents relating to the above Subcontract on behalf of Subcontractor which are within the indicated limit of authority.

NAME	TITLE	SIGNATURE	LIMIT OF AUTHORITY
<u>Larry W. Davis</u>	<u>President</u>		<u>Unlimited</u>
<u>Jeffrey S. Crannett</u>	<u>Vice President</u>		<u>limited</u>

The following signature shall be made by an officer of Contractor's company having documented authority to make commitments on behalf of Subcontractor.

Signed By: 

Name: Jeffrey S. Crannett

Title: Vice President

Date: February 26, 2009

CONDITION PRECEDENT TO PROPOSAL



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Commercial Proposal Item No.: *6.3 Exceptions*
RFP/Contract No.: WOTC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
February 26, 2009

On behalf of the Subcontractor/Vendor, I Jeffrey S. Gannett, Vice President
(Principal/Officer Name and Title) am in a position to certify and acknowledge that the
Subcontractor/Vendor DCM Erectors, Inc. (Name of Subcontractor/Vendor) has no
exceptions to the Scope of Work or Contract Terms and Conditions. I further
acknowledge that I am aware that there are certain items in said documents which could
adversely affect Subcontractor/Vendor and that Subcontractor/Vendor wishes to discuss
same at its Scheduled Oral Presentation on March 5, 2009. Subcontractor/Vendor will
present list of items to be discussed prior to Scheduled Oral Presentation.

Jeffrey S. Gannett, Vice President
Principal/Officer Printed Name

Jeffrey S. Gannett
Principal/Officer Signature

February 26, 2009
Date



Commercial Proposal 6.4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2009

PRODUCER Phone: 516-733-9200 Fax: 516-681-7390
Allied North America Insurance Brokerage
of New York, LLC
390 North Broadway
Jericho NY 11753

INSURED
DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York NY 10017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. Arch Insurance Company	11150
INSURER B. Hartford Fire Insurance Compa	19682
INSURER C. Arch Insurance Company	11150
INSURER D. State Insurance Fund- Group 5	36102
INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR ADD'L LTR INBR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	DPC000589203	10/15/2008	10/15/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Policy Agg \$10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	10UENTE3521	2/23/2009	2/23/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
C	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	ULP000588403	10/15/2008	10/15/2009	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/> OTHER	14207773	5/1/2008	5/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ Cert to E.L. DISEASE - EA EMPLOYEE \$ Follow E.L. DISEASE - POLICY LIMIT \$ From SIF

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of Insurance
 Foregoing per policy Form

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
David W. Morris

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

6-6 Commercial

DCM Erectors, Inc.
110 East 42nd Street
Suite 1704
New York, NY 10017

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev April 2006

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS

OMB No. 1215-0149
Expires: 04/30/2009

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO OF WITHHOLDING EMPLOYERS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
SAMPLETE																		

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.



EXHIBIT 24A, EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
RFP/CONTRACT NO.: W07C-GC1-2-KN0186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

- A. In connection with the performance of work under this Subcontract, Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, marital status, personal appearance, sexual orientation, family responsibilities, physical handicap, matriculation, or political affiliation. The aforesaid provision shall include, but not be limited to the following employment: upgrading, demotion, or transfer, recruitment, or recruitment compensation; and selection for training including apprenticeship. Subcontractor agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices prepared by Subcontractor and approved by the applicable government entity when required, setting for the provisions of Exhibit 24A.
- B. Subcontractor shall include the provisions of this Exhibit 24A in every lower-tier subcontract and purchase order. The requirements of this Exhibit 24A shall be in addition to any Equal Employment Opportunity provision of the Contract Documents.
- C. In the event of Subcontractor's non-compliance with the Equal Employment Opportunity provisions of this Subcontract, Contractor may immediately terminate this Subcontract.
- D. Subcontractor shall comply fully with the Prime Contract.

DCM Erectors, Inc
Contractor

PHOENIX CONSTRUCTORS, JV

By: Jeffrey S. Gannett
(Signature)

By: _____
(Signature)

Jeffrey S. Gannett, Vice President
Name and Title

Name and Title



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Commercial Proposal Item No.: *6.7 Davis – Bacon Compliance Statement*
RFP/Contract No.: W0TC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
February 26, 2009

On behalf of the Subcontractor/Vendor, I Jeffrey S. Gannett, Vice President
(Principal/Officer Name and Title) am in a position to certify and acknowledge that the
Subcontractor/Vendor DCM Erectors, Inc (Name of Subcontractor/Vendor) is in full
compliance with the Davis-Bacon Act, Contract Work Hours and Safety Standards Act,
Copeland (Anti-kickback) Act, and Fair Labor Standards Act. I further acknowledge that
I am aware that these regulations establish Federal Minimum Wage Rates, as well as
Overtime Rates, and Labor Reporting Requirements for the Subcontractor/Vendor.

Jeffrey S. Gannett, Vice President

Principal/Officer Printed Name

A handwritten signature in black ink, appearing to read 'Jeffrey S. Gannett', written over a horizontal line.

Principal/Officer Signature

February 26, 2009

Date



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Commercial Proposal Item No.: **6.9 Bonding**
RFP/Contract No.: W0TC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
February 27, 2009

DCM Erectors, Inc attaches Phoenix Constructors, JV Exhibit 10A, Parent Company Guaranty. We also attach Consents of Surety from ADF Steel Corp., High Steel Structures, Inc and Owen Steel Company. We are awaiting a Consent of Surety Letter from EMESA/AUGESCON/Ingemetal, JV. We further attach an EDC Letter of Support for DCM Erectors, Inc. The purpose of these documents is to propose our approach to mitigating risk to Phoenix Constructors, JV which we have used with great success and acceptance by our clients over the past few years.

Export Development Canada (EDC) is our source for Bonding. Current world economic conditions have caused EDC to be pre-occupied as one of the two Canadian Governmental Agencies charged with administering Canada's Economic Stimulus Program. EDC is extremely interested in providing support for DCM Erectors, Inc on this project and others like it as they have in the past. They have issued our performance and payment bond on Bid Package 8A and many other projects.

DCM Erectors, Inc proposes to have all our major subcontractors provide us with dual obligee performance/payment bonds. We are requesting that Phoenix Constructors, JV/Port Authority pay for the raw materials from the steel mills/suppliers and take immediate ownership as ordered. In this manner, a great deal of risk is already accounted for and removed from the equation leaving only the construction side at risk. EDC is prepared to offer Phoenix Constructors, JV a major level of protection in this regard but will need a meeting with Phoenix Constructors, JV to discuss the terms of this innovative form of risk management which should be beneficial for all parties and the project.



CONTRACT WTC-284.458 (GC)

PARENT COMPANY GUARANTY

This Guaranty (the "Guaranty") is given as of this 26th day of February, 2009, by DCM Erectors, Inc., a NY corporation ("Guarantor") to Phoenix Constructors, Joint Venture ("Phoenix").

WHEREAS, Guarantor owns, directly or indirectly, all of the outstanding shares of capital stock of DCM Erectors Inc., a NY corporation ("Subcontractor");

WHEREAS, Phoenix is the prime contractor on the Port Authority's Transportation Hub Project; and

WHEREAS, Phoenix wishes to enter into a contract with the Subcontractor for Work Package 20 (as the same may be amended from time to time in accordance with its terms, the "Subcontract"); and

WHEREAS, Phoenix is willing to enter into the Subcontract on the condition that the Guarantor enter into this Guaranty; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Subcontract.

NOW, THEREFORE, the Guarantor, in consideration of the foregoing, agrees as follows:

1. **Guaranty.** The Guarantor does hereby unconditionally guarantee to Phoenix the full and prompt payment by the Subcontractor of all payment obligations to be performed by the Subcontractor under the Subcontract and the complete and prompt performance by the Subcontractor of all obligations to be performed by the Subcontractor under the Subcontract, all as and when required to be performed under the Subcontract (the "Obligations"). This Guaranty is an absolute, unconditional and continuing guarantee of the full and punctual payment and complete performance of the Obligations and is in no way conditioned upon any requirement that Phoenix first attempt to enforce any of the Obligations against the Subcontractor, any other guarantor of the Obligations or any other person or entity or resort to any other means of obtaining performance of any of the Obligations. In the event of a default in performance of any of the Obligations by the Subcontractor as described in the Subcontract, the Guarantor shall promptly perform or cause to be performed such Obligations upon receipt of written notice of such default from Phoenix.
2. **Scope and Duration of Guaranty.** This Guaranty shall continue in full force and effect until the Subcontractor shall have satisfactorily performed or fully discharged all of the Obligations. Further, this Guaranty (a) shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of this Guaranty or of the Subcontract, and (b) shall be discharged only by complete performance of the Obligations.
3. **Waivers by Guarantor.** The Guarantor hereby unconditionally waives (a) notice of acceptance hereof, (b) notice of any action taken or omitted to be taken by Phoenix in reliance hereon, (c) any requirement that Phoenix be diligent or prompt in making demands hereunder or giving notice to the Guarantor of any default by the Subcontractor; (d) any requirement that Phoenix exhaust any right, power or remedy or proceed against the Subcontractor under the Subcontract or any other agreement or instrument referred to therein, or against any other person under any other guarantee of any of the Obligations, (e) any defenses arising from the bankruptcy or insolvency of the Subcontractor, and (f) any event, occurrence or other circumstance which might otherwise

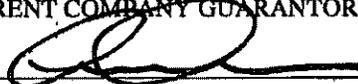


constitute a legal or equitable discharge of a surety. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder:

- (i) at any time or from time to time, without notice to the Guarantor, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived;
 - (ii) any of the acts mentioned in any of the provisions of the Subcontract or any other agreement or instrument referred to therein shall be performed or excused; or
 - (iii) any of the Obligations shall be modified, supplemented or amended in any respect in accordance with the terms of the Subcontract.
4. Reinstatement. The Obligations of the Guarantor under this Guaranty shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Subcontractor in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.
5. Subrogation. The Guarantor hereby agrees that until the satisfaction in full of all Obligations, it shall not exercise any right or remedy arising by reason of the performance of any of its obligations under this Guaranty, whether by subrogation or otherwise, against the Subcontractor or any other guarantor of any of the Obligations, or any security for any of the Obligations.
6. Miscellaneous. This Guaranty is to be governed by and construed in accordance with the laws of the state of New York and shall be binding upon and inure to the benefit of Phoenix and its respective successors and assigns.

IN WITNESS WHEREOF, the Guarantor has duly executed this Guaranty.

PARENT COMPANY GUARANTOR

By 

Larry W. Davis

Company DCM Erectors, Inc

Title President



ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York

SS:

County of New York

On this 26th day of February, 2008, before me personally came and appeared Larry W Davis, to me known, who being by me duly sworn, did depose and say that he resides at Port Credit, ONTARIO; that he is the President of DEMERECH 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.

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 2006, 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.

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of NY

SS:

County of NY

AMY SCHLOSSER
Notary Public - State of New York
No. 01876390
Que. filed in Sullivan County
My Commission Expires 10/12/06



**EXHIBIT 10A, Parent Company Guaranty
REV "0" DATED 10/12/06**

On this _____ day of _____, 2006, 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,

(Seal)



ACE INA Insurance
ACE INA Life Insurance
The Exchange Tower
130 King Street West, 12th Floor
Toronto, Ontario
M5X 1A6 Canada

416-368-2911 telephone
416-368-6336 fax
www.ace-ina-canada.com

January 20th, 2009

DCM Erectors
Attn: Larry Davis
110 East 42nd Street
New York, N.Y. 10017

**Subject: Prequalification for ADF Steel Corp.
WTC Transportation Hub Station Construction & Transit Hall W.P. #
20 New York, N.Y.
Approximately \$ 100 million US**

Dear Sir:

We understand that ADF Steel Corp. is a Proponent for the above mentioned project. It has been the privilege of Westchester Fire Insurance Company to provide surety bonds on behalf of ADF Steel Corp. for the last two years during which time we provide bonding needs.

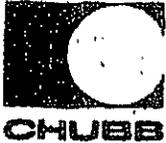
In our opinion, their financial and technical capacity is excellent and, to the best of our knowledge, all contract obligations undertaken by them have been performed in a most satisfactory manner.

We have no hesitation in recommending them as fully qualified in their line of business and confirm that, subject to the preparation of contractual arrangements satisfactory to ourselves, the provision of the required final bonding of this project will be given our favorable consideration. However, any arrangement for bonds required by the contract is a matter between ADF Steel Corp. and ourselves, as Surety, and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Yours truly,

A handwritten signature in black ink, appearing to read 'Bernard Prévost'.

Bernard Prévost
Attorney-in-Fact



CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P.O. Box 1615, Warren, New Jersey 07061-1615

FEDERAL INSURANCE COMPANY

February 13, 2009

Ms. Sharon Quinn
Risk Manager
Phoenix Constructors, JV
115 Broadway - 18th Floor
New York, NY 10006

RECEIVED

FEB 17 2009

HIGH STEEL
SALES DEPT.

49-802

Dear Ms. Quinn:

Please be advised that Federal Insurance Company has established a bonding line of credit for High Steel Structures Inc. This program has a single limit of \$100,000,000 and an aggregate limitation of \$500,000,000. It is the Surety's intent to provide Performance and Payment Bonding in accordance with Contractual requirements of the WTC-Transportation Hub Project based on an approximate rate of from \$2.75 per thousand for supply or \$3.50 sliding scale for erection.

Federal Insurance Company is both licensed in the State of New York and is A.M. Best rated A++ XV.

Should you have any questions, please contact James E. Bradford, Jr. at 717-394-5681.

Sincerely,

J. C. Rushworth
Attorney in Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Alan P. Lubas, James E. Bradford, Jr., J.C. Rushworth, Sheila E. Turnbull and Melissa B. Truitt of Lancaster, Pennsylvania

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 26th day of March, 2008.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this 26th day of March, 2008

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this FEBRUARY 13, 2009



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3483 Fax (908) 903-3656 e-mail: surety@chubb.com

February 26, 2009



Mr. Jeff Gannett, Vice President
DCM Erectors, Inc.
110 East 42nd Street
Room 1704
New York, NY 10017

RE: Owen Steel Company, Inc.
Bonding Capacity
WTC Path Transportation HUB

Dear Mr. Gannett:

It has been the privilege of The Graham Company and Safeco Insurance Company of America to provide surety bonds on behalf of Owen Steel Company Inc. since September of 2004, during which time Owen Steel Company Inc. has performed and we have issued performance and payment bonds for contracts valued in the range of \$1.5 Million to \$46 Million. In addition, we have supported bid requests in excess of \$50 Million. In our opinion, Owen Steel Company Inc. remains properly financed, well equipped, and capably managed.

Based on our understanding of the size and scope of the WTC Path Transportation HUB project, this project fits within Owen Steel's existing surety program. Safeco Insurance Company of America intends to issue a supply bond subject to performing normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

Safeco Insurance Company of America is listed on the U.S. Treasury Department's Listing of Approved Sureties (2007 Department Circular 570), is rated A (Excellent); XV by A.M. Best Company.

THE
GRAHAM
BUILDING

ONE
PENN SQUARE
WEST

PHILADELPHIA

PA 19102

LD/tbm

TELEPHONE

215.567.6300

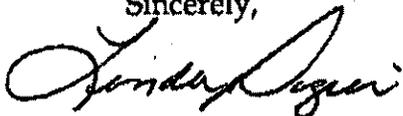
1.888.472.4262

FACSIMILE

215.569.9951

www.grahamco.com

Sincerely,


LINDA DOZIER
Senior Surety Associate



Wednesday, February 25, 2009

Mr. Larry Davis
President
Davis Construction Management Group Ltd.
100-77 Belfield Road
Toronto, Ontario
M9W 1G6

Subject: Reference Letter for Phoenix Constructors, JV, New York, NY
World Trade Center Transportation Hub, RFP/Contract No. W0TC-GC1-2-
KN0186-020 for the Station Construction and Transit Hall Structure to Grade –
Furnish, Fabricate & Erect Structural Steel, Intumescent Fire Resistant
Coating, Metal Deck and Precast Concrete Work

The purpose of the letter is to explain our relationship and support for our client, DCM Erectors, Inc. DCM Erectors Inc. ("DCM") is a wholly owned subsidiary of Davis Construction Management Group Ltd of Toronto, Ontario, Canada, with operating subsidiaries providing fabrication, erection and crane and related equipment in the States of New York and New Jersey.

Export Development Canada ("EDC") as Canada's official export credit agency, offers innovative financing, insurance and risk management solutions to help Canadian exporters and investors expand their international business. These programs generally work through partner financial institutions, such as banks and licensed Surety companies, in providing the necessary support. EDC may consider providing bonding support for DCM subject to satisfactory due diligence of a transaction, which includes among other things, a financial and technical assessment and acceptable contract terms and conditions, on a case by case basis.

We are aware that DCM has executed numerous projects in the Metropolitan New York Area and the Bahamas. Some of the past projects include:

1. The New Goldman Sachs World Headquarters Building adjacent to the World Trade Center site in Manhattan for Tishman Construction Corporation, *
2. The Pool and Rink in Corona Park (Queens), NY for Bovis Lend Lease, *
3. Schermerhorn House, New York, NY for Marson Contracting Company, Inc., *
4. Maimonides Hospital for Barr & Barr in Brooklyn,
5. The New Atlantis Casino/Resort on Paradise Island (Nassau), Bahamas for Kerzner International,
6. DCM is currently working at the World Trade Centre site:
 - a. As you are aware, DCM is currently completing one of the first phases of the Transportation Hub (Package 8), *



- b. In addition they are completing the erection for the below grade steel for the World Trade Center – Tower 1 “The Freedom Tower” and are starting on the supply and erection for the above grade steel for this project,
- c. DCM will soon be starting field work for World Trade Center - Tower 4 for Silverstein Properties.

DCM has been an EDC client since 2006, and the above projects with an asterisk (*) were supported by EDC with various levels of bonding.

The purpose of this letter is to confirm that we are familiar with DCM, having supported some of their bonding requirements for projects in the US market. Any future bonding support to be considered by EDC is subject to our standard due diligence and underwriting criteria which includes, among other things, financial and technical capacity of DCM in respect of the transaction, acceptable contract and documentation review, including bond wording, as well as any other documents EDC deems necessary.

This letter should not be considered a formal commitment by EDC.

Please do not hesitate to contact the undersigned should you have any questions.

Yours sincerely,

Lynne Thomas
Underwriter
Export Development Canada
Tel: 613-597-8645
Fax: 613-597-8504
Email: lthomas@edc.ca



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Commercial Proposal Item No.: *Voluntary Alternates*
RFP/Contract No.: W0TC-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
February 27, 2009

We also have several *Proprietary* Commercial Voluntary Alternatives which may be attractive to you and your client including but not limited to:

- Reduce contract retainage from 10 % to 5% at 50% of Contract Value; 2.5 % at 75% of Contract Value and 1% at substantial completion Deduct \$ 1,000,000.00
- If Phoenix Constructors, JV agrees to pay for raw steel mill material directly with a deposit at time of mill order and balance due upon being ready to ship from mill Deduct \$ 2,000,000.00
- If Phoenix Constructors, JV agrees to award this project within 15 days after Commercial bid submission and provides released for construction documents so that materials can be ordered Deduct \$ 500,000.00
- If Phoenix Constructors agrees not to require a performance and payment bond Deduct \$ 3,000,000.00 plus bond cost not paid
- If Phoenix Constructors, JV agrees to make progress payments every two weeks in lieu of monthly
- If Phoenix Constructors, JV provides us a 4% down payment within 30 days of contract signing Deduct \$ 3,000,000.00
- These deducts come from you accepting combined bid alternate accepting all three areas. If we are only awarded Package A or B, the above listed deducts shall be 60% of what is listed above.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) DCM Erectors, Inc	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input checked="" type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 110 East 42nd Street, Room 1704	Requester's name and address (optional)
City, state, and ZIP code New York, NY 10017	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table>										
or										
Employer identification number (Ex. 1)										

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



IRREVOCABLE STANDBY LETTER OF CREDIT NO. 955890-012

Date: March 18, 2009

Beneficiary:

Phoenix Constructors Joint Venture
115 Broadway, 18th Floor
New York, NY 10006

Applicant:

W&W Steel, LLC
P.O. Box 25369
Oklahoma City, OK 73125

Issuer:

MidFirst Bank, a federally chartered savings
association
501 N.W. Grand Blvd
Oklahoma City, OK 73118-6054

Place of Presentation:

MidFirst Bank
501 N.W. Grand Blvd
Oklahoma City, OK 73118-6054

Amount: \$9,325,000.00

Expiration: June 15, 2009

USD Nine Million Three Hundred Twenty Five
Thousand

We hereby establish our Irrevocable Standby Letter of Credit in your favor available by your draft at sight drawn on MidFirst Bank, Oklahoma City, OK payable to the order of Phoenix Constructors Joint Venture, for a sum not to exceed an aggregate amount of Nine Million Three Hundred Twenty Five Thousand and No/100 Dollars (\$9,325,000.00).

Requirements:

1. Partial Drawings and/or Multiple Presentations are not allowed.
2. All Letter of Credit fees are for the account of the Applicant.
3. Beneficiary must present a certificate signed by its legal counsel certifying that (i) the undersigned is legal counsel for beneficiary and is authorized to execute the enclosed certificate (ii) an order or judgment has been issued by a court of competent jurisdiction finding applicant failed and neglected to fulfill its obligations (failure to provide a satisfactory payment and/or performance bond through Liberty Mutual Surety or any other surety, specifically excluded) under its March 16, 2009 Bid, as amended by Beneficiary's Addendum #21 (the "Bid"), in connection with RFP/Contract: WOTC-GC1-2-KN0186-020-Furnish, Fabricate and Erect Structural Steel, Instrument Fire Resistant Coating, Metal Deck and Precast Concrete Work, World Trade Center Transportation Hub project, New York City, New York, Beneficiary Job No. WTC-284.458, and a certified copy of the order is attached (iii) the above referenced order has not been reversed or modified by any appeal, (iv) no appeal has been taken from such order or judgment and the time for appeal has expired and no motion for leave to appeal is pending, (v) after investigation they are not aware of any stay or other legal impediment to enforcement of the Order, and (vi) any monetary award included as part of the order is equal to or less than the amount of this Letter of Credit.



4. Any draft drawn under this Letter of Credit must bear the clause "Drawn under MidFirst Bank, Oklahoma City, OK, Letter of Credit No. 955890-012 dated March 18, 2009.

This Letter of Credit DOES NOT include any automatic extension and shall expire on the expiration date set forth above.

Any verbal or other agreements shall have no bearing on this Letter of Credit unless they have been reduced to writing and are attached hereto as amendments to the Letter of Credit. Any Amendments to this Letter of Credit shall be effective upon issuance unless objected to by the Beneficiary with written notice within thirty (30) days of receipt of the Amendment.

We hereby engage with you that a draft drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon request.

This Letter of Credit is subject to the International Standby Practices 1998. Further, should it be necessary for legal proceedings to be initiated for the collection or interpretation of this Letter of Credit, such proceedings shall be in the courts of Oklahoma County, Oklahoma.

The original of this Letter of Credit and any amendments thereto must be presented (along with the other requirements) with any drawing.

In the event (i) Beneficiary and Applicant enter into a definitive contract, or (ii) Beneficiary selects another contractor to perform the work covered by the Bid, the original Letter of Credit and any amendments thereto shall be returned to the undersigned immediately.

MidFirst Bank, a federally chartered savings association

By: Sandra S. Bomgaars
Sandra S. Bomgaars, Vice President

By: Alan Kraft
Alan Kraft, Executive Vice President

Standby Letter of Credit v04.doc



*Insurance Brokers
Risk Consultants*

March 18, 2009

Attn: Jeff Gannett, Vice President
DCM Erectors, Inc
110 East 42nd Street
Room 1704
New York, NY 10017

Re: Bid Bond for World Trade Center Transportation Hub
RFP/Contract: WOTC-GC1-2 KN0186-020

Dear Jeff,

I have reviewed the information you provided with other members of our Surety/Construction team. We are confident we can place the required 2.5% (approx \$8.3mil) bid bond on behalf of DCM Erectors, and within a reasonable short timeframe.

In our opinion this project falls well within the technical capabilities and financial strength of DCM Erectors and its partners. They are well experienced with similar significant projects and have developed expertise in the unique New York City environment. DCM has assessed the risks of the Contract and has established a framework with their partners to mitigate those risks, through bonding and other means for the benefit of Phoenix. This process is valid in our opinion, and has produced good results for many other projects with our clients. Naturally, we expect execution of any and all final bonds to be subject to a review of final contract terms, conditions and financing by DCM Erectors.

We at Aon value our association with DCM Erectors, and this significant project.

Sincerely,

Thomas C. McBeath, P.Eng
Vice President



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

Commercial Proposal Item No.: *6.9 Bonding*
RFP/Contract No.: W07C-GC1-2-KN0186-020
Station Construction and Transit Hall Structure to Grade
Structural Steel, Intumescent Coating, Metal Deck & Precast Work
New York, NY
February 27, 2009

DCM Erectors, Inc attaches Phoenix Constructors, JV Exhibit 10A, Parent Company Guaranty. We also attach Consents of Surety from ADF Steel Corp., High Steel Structures, Inc and Owen Steel Company. We are awaiting a Consent of Surety Letter from EMESA/AUGESCON/Ingemetel, JV. We further attach an EDC Letter of Support for DCM Erectors, Inc. The purpose of these documents is to propose our approach to mitigating risk to Phoenix Constructors, JV which we have used with great success and acceptance by our clients over the past few years.

Export Development Canada (EDC) is our source for Bonding. Current world economic conditions have caused EDC to be pre-occupied as one of the two Canadian Governmental Agencies charged with administering Canada's Economic Stimulus Program. EDC is extremely interested in providing support for DCM Erectors, Inc on this project and others like it as they have in the past. They have issued our performance and payment bond on Bid Package 8A and many other projects.

DCM Erectors, Inc proposes to have all our major subcontractors provide us with dual obligee performance/payment bonds. We are requesting that Phoenix Constructors, JV/Port Authority pay for the raw materials from the steel mills/suppliers and take immediate ownership as ordered. In this manner, a great deal of risk is already accounted for and removed from the equation leaving only the construction side at risk. EDC is prepared to offer Phoenix Constructors, JV a major level of protection in this regard but will need a meeting with Phoenix Constructors, JV to discuss the terms of this innovative form of risk management which should be beneficial for all parties and the project.



CONTRACT WTC-284.458 (GC)

PARENT COMPANY GUARANTY

This Guaranty (the "Guaranty") is given as of this 26th day of February 2009, by DCM Erectors, Inc., a NY corporation ("Guarantor") to Phoenix Constructors, Joint Venture ("Phoenix").

WHEREAS, Guarantor owns, directly or indirectly, all of the outstanding shares of capital stock of DCM Erectors Inc., a NY corporation ("Subcontractor");

WHEREAS, Phoenix is the prime contractor on the Port Authority's Transportation Hub Project; and

WHEREAS, Phoenix wishes to enter into a contract with the Subcontractor for Work Package 20 (as the same may be amended from time to time in accordance with its terms, the "Subcontract"); and

WHEREAS, Phoenix is willing to enter into the Subcontract on the condition that the Guarantor enter into this Guaranty; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Subcontract.

NOW, THEREFORE, the Guarantor, in consideration of the foregoing, agrees as follows:

1. Guaranty. The Guarantor does hereby unconditionally guarantee to Phoenix the full and prompt payment by the Subcontractor of all payment obligations to be performed by the Subcontractor under the Subcontract and the complete and prompt performance by the Subcontractor of all obligations to be performed by the Subcontractor under the Subcontract, all as and when required to be performed under the Subcontract (the "Obligations"). This Guaranty is an absolute, unconditional and continuing guarantee of the full and punctual payment and complete performance of the Obligations and is in no way conditioned upon any requirement that Phoenix first attempt to enforce any of the Obligations against the Subcontractor, any other guarantor of the Obligations or any other person or entity or resort to any other means of obtaining performance of any of the Obligations. In the event of a default in performance of any of the Obligations by the Subcontractor as described in the Subcontract, the Guarantor shall promptly perform or cause to be performed such Obligations upon receipt of written notice of such default from Phoenix.
2. Scope and Duration of Guaranty. This Guaranty shall continue in full force and effect until the Subcontractor shall have satisfactorily performed or fully discharged all of the Obligations. Further, this Guaranty (a) shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of this Guaranty or of the Subcontract, and (b) shall be discharged only by complete performance of the Obligations.
3. Waivers by Guarantor. The Guarantor hereby unconditionally waives (a) notice of acceptance hereof, (b) notice of any action taken or omitted to be taken by Phoenix in reliance hereon, (c) any requirement that Phoenix be diligent or prompt in making demands hereunder or giving notice to the Guarantor of any default by the Subcontractor, (d) any requirement that Phoenix exhaust any right, power or remedy or proceed against the Subcontractor under the Subcontract or any other agreement or instrument referred to therein, or against any other person under any other guarantee of any of the Obligations, (e) any defenses arising from the bankruptcy or insolvency of the Subcontractor, and (f) any event, occurrence or other circumstance which might otherwise



constitute a legal or equitable discharge of a surety. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder:

- (i) at any time or from time to time, without notice to the Guarantor, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived;
- (ii) any of the acts mentioned in any of the provisions of the Subcontract or any other agreement or instrument referred to therein shall be performed or excused; or
- (iii) any of the Obligations shall be modified, supplemented or amended in any respect in accordance with the terms of the Subcontract.

- 4. Reinstatement. The Obligations of the Guarantor under this Guaranty shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Subcontractor in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.
- 5. Subrogation. The Guarantor hereby agrees that until the satisfaction in full of all Obligations, it shall not exercise any right or remedy arising by reason of the performance of any of its obligations under this Guaranty, whether by subrogation or otherwise, against the Subcontractor or any other guarantor of any of the Obligations, or any security for any of the Obligations.
- 6. Miscellaneous. This Guaranty is to be governed by and construed in accordance with the laws of the state of New York and shall be binding upon and inure to the benefit of Phoenix and its respective successors and assigns.

IN WITNESS WHEREOF, the Guarantor has duly executed this Guaranty.

PARENT COMPANY GUARANTOR

By

Larry W. Davis

Company DCM Erectors, Inc

Title President



ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York

SS:

County of New York

On this 26th day of February 2008, before me personally came and appeared Larry W Davis to me known, who being by me duly sworn, did depose and say that he resides at (Ex. 1) that he is the President of DCM Erectors 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.

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 2006, 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.

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of NY

SS:

County of NY

AMY SCHLOSSER
Notary Public - State of New York
No. 015
Qualified in Notary Public
My Commission Expires 12/31/07



**EXHIBIT 10A, Parent Company Guaranty
REV "0" DATED 10/12/06**

On this _____ day of _____, 2006, 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,

(Seal)



The Insurance Broker
100 King Street West, 11th Floor
Toronto, Ontario
M5X 1C7, Canada

100 King Street West
11th Floor
Toronto, Ontario

January 20th, 2009

DCM Erectors
Attn: Larry Davis
110 East 42nd Street
New York, N.Y. 10017

**Subject: Prequalification for ADF Steel Corp.
WTC Transportation Hub Station Construction & Transit Hall W.P. #
20 New York, N.Y.
Approximately \$ 100 million US**

Dear Sir:

We understand that ADF Steel Corp. is a Proponent for the above mentioned project. It has been the privilege of Westchester Fire Insurance Company to provide surety bonds on behalf of ADF Steel Corp. for the last two years during which time we provide bonding needs.

In our opinion, their financial and technical capacity is excellent and, to the best of our knowledge, all contract obligations undertaken by them have been performed in a most satisfactory manner.

We have no hesitation in recommending them as fully qualified in their line of business and confirm that, subject to the preparation of contractual arrangements satisfactory to ourselves, the provision of the required final bonding of this project will be given our favorable consideration. However, any arrangement for bonds required by the contract is a matter between ADF Steel Corp. and ourselves, as Surety, and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Yours truly,

Bernard Prévost
Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY



1214919

279069

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments, by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile or such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint NATHALIE PRINCE, BERNARD PROVOST and ROBERT J. DUNN all of the City of Montreal, State of , each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, in penalties not exceeding Fifteen Million Dollars (\$15,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 26th day of June 2007.



WESTCHESTER FIRE INSURANCE COMPANY

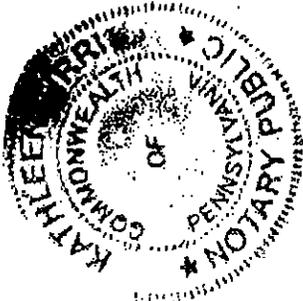
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 25th day of June, A.D. 2007, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Kathleen Tirri

Notary Public

I, the undersigned Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

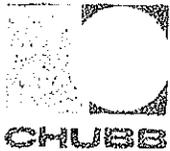
In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 26th day of June 2007.



William L. Kelly

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 26, 2009.



CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P.O. Box 1615, Warren, New Jersey 07061-1615

FEDERAL INSURANCE COMPANY

February 13, 2009

Ms. Sharon Quinn
Risk Manager
Phoenix Constructors, JV
115 Broadway - 18th Floor
New York, NY 10006

RECEIVED

FEB 17 2009

HIGH STEEL
SALES DEPT.

59-802

Dear Ms. Quinn:

Please be advised that Federal Insurance Company has established a bonding line of credit for High Steel Structures Inc. This program has a single limit of \$100,000,000 and an aggregate limitation of \$500,000,000. It is the Surety's intent to provide Performance and Payment Bonding in accordance with Contractual requirements of the WTC-Transportation Hub Project based on an approximate rate of from \$2.75 per thousand for supply or \$\$3.50 sliding scale for erection.

Federal Insurance Company is both licensed in the State of New York and is A.M. Best rated A++ XV.

Should you have any questions, please contact James E. Bradford, Jr. at 717-394-5681.

Sincerely,

J. C. Rushworth
Attorney in Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Alan P. Lubas, James E. Bradford, Jr., J.C. Rushworth, Sheila E. Turnbull and Melissa B. Truitt** of Lancaster, Pennsylvania -----

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 26 day of **March, 2008**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this **26th** day of **March, 2008**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **FEBRUARY 13, 2009**



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

February 26, 2009



Mr. Jeff Gannett, Vice President
DCM Erectors, Inc.
110 East 42nd Street
Room 1704
New York, NY 10017

RE: Owen Steel Company, Inc.
Bonding Capacity
WTC Path Transportation HUB

Dear Mr. Gannett:

It has been the privilege of The Graham Company and Safeco Insurance Company of America to provide surety bonds on behalf of Owen Steel Company Inc. since September of 2004, during which time Owen Steel Company Inc. has performed and we have issued performance and payment bonds for contracts valued in the range of \$1.5 Million to \$46 Million. In addition, we have supported bid requests in excess of \$50 Million. In our opinion, Owen Steel Company Inc. remains properly financed, well equipped, and capably managed.

Based on our understanding of the size and scope of the WTC Path Transportation HUB project, this project fits within Owen Steel's existing surety program. Safeco Insurance Company of America intends to issue a supply bond subject to performing normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

Safeco Insurance Company of America is listed on the U.S. Treasury Department's Listing of Approved Sureties (2007 Department Circular 570), is rated A (Excellent); XV by A.M. Best Company.

THE
GRAHAM
BUILDING

ONE
PENN SQUARE
WEST

PHILADELPHIA

PA 19102

LD/tbm

TELEPHONE

215.567.6300

1.888.472.4262

FACSIMILE

215.569.9951

www.grahamco.com

Sincerely,

LINDA DOZIER
Senior Surety Associate

Wednesday, February 25, 2009

Mr. Larry Davis
President
Davis Construction Management Group Ltd.
100-77 Belfield Road
Toronto, Ontario
M9W 1G6

Subject: Reference Letter for Phoenix Constructors, JV, New York, NY
World Trade Center Transportation Hub, RFP/Contract No. W0TC-GC1-2-
KN0186-020 for the Station Construction and Transit Hall Structure to Grade –
Furnish, Fabricate & Erect Structural Steel, Intumescent Fire Resistant
Coating, Metal Deck and Precast Concrete Work

The purpose of the letter is to explain our relationship and support for our client, DCM Erectors, Inc. DCM Erectors Inc. ("**DCM**") is a wholly owned subsidiary of Davis Construction Management Group Ltd of Toronto, Ontario, Canada, with operating subsidiaries providing fabrication, erection and crane and related equipment in the States of New York and New Jersey.

Export Development Canada ("**EDC**") as Canada's official export credit agency, offers innovative financing, insurance and risk management solutions to help Canadian exporters and investors expand their international business. These programs generally work through partner financial institutions, such as banks and licensed Surety companies, in providing the necessary support. EDC may consider providing bonding support for DCM subject to satisfactory due diligence of a transaction, which includes among other things, a financial and technical assessment and acceptable contract terms and conditions, on a case by case basis.

We are aware that DCM has executed numerous projects in the Metropolitan New York Area and the Bahamas. Some of the past projects include:

1. The New Goldman Sachs World Headquarters Building adjacent to the World Trade Center site in Manhattan for Tishman Construction Corporation, *
2. The Pool and Rink in Corona Park (Queens), NY for Bovis Lend Lease, *
3. Schermerhorn House, New York, NY for Marson Contracting Company, Inc., *
4. Maimonides Hospital for Barr & Barr in Brooklyn,
5. The New Atlantis Casino/Resort on Paradise Island (Nassau), Bahamas for Kerzner International,
6. DCM is currently working at the World Trade Centre site:
 - a. As you are aware, DCM is currently completing one of the first phases of the Transportation Hub (Package 8), *



- b. In addition they are completing the erection for the below grade steel for the World Trade Center – Tower 1 “The Freedom Tower” and are starting on the supply and erection for the above grade steel for this project,
- c. DCM will soon be starting field work for World Trade Center - Tower 4 for Silverstein Properties.

DCM has been an EDC client since 2006, and the above projects with an asterisk (*) were supported by EDC with various levels of bonding.

The purpose of this letter is to confirm that we are familiar with DCM, having supported some of their bonding requirements for projects in the US market. Any future bonding support to be considered by EDC is subject to our standard due diligence and underwriting criteria which includes, among other things, financial and technical capacity of DCM in respect of the transaction, acceptable contract and documentation review, including bond wording, as well as any other documents EDC deems necessary.

This letter should not be considered a formal commitment by EDC.

Please do not hesitate to contact the undersigned should you have any questions.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Lynne Thomas", written in a cursive style.

Lynne Thomas
Underwriter
Export Development Canada
Tel: 613-597-8645
Fax: 613-597-8504
Email: lthomas@edc.ca



March 4, 2009

Phoenix Constructors, JV
115 Broadway
18th Floor
New York, NY 10006

Attention: Mr. Javed Qureshi, Contract Administrator

We are pleased to learn that our client, DCM Erectors, is being considered for the World Trade Center Transportation Hub project.

DCM has been a client of Maple Trade Finance Inc. since August 2005 during which time we have had the opportunity to provide DCM with the financing for a number of significant projects in New York, Canada and the Bahamas.

Maple Trade Finance is a wholly owned subsidiary of the Maple Financial Group; a Canadian based global financial organization with over \$50 Billion in assets and offices worldwide. With access to the asset base of the Maple Group, through Maple Bank GmbH, we offer our clients an unparalleled opportunity to acquire financing for domestic and export projects.

We welcome the opportunity to provide DCM with the financing necessary, within the parameters of their existing credit facility, to ensure the successful completion of this and/or other projects. However, the extent of our financial involvement is dependent upon and subject to an assessment of the project and our standard due diligence.

Please do not hesitate to contact us if we can be of further assistance.

Regards,
Maple Trade Finance Inc.



Carole-Ann Miller
President

Cc. Larry Davis, DCM Erectors



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel.
212.566.2350 Fax

Darrell E. Waters
Project Director

March 27, 2009

Mr. Larry P. Davis, President
DCM Erectors, Inc.
110 East 42nd Street, Suite 1704
New York, NY 10017

Phoenix Constructors, JV Letter No. W0TC-08100-WP20PRECON-00006

Subj: World Trade Center Transportation Hub – Work Package No. 20 – Station construction and transit Hall Structure to Grade: Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work - W0TC-GC1-2-KN0186-020 – Letter of Intent to Contract

Dear Mr. Davis:

Pursuant to the Port Authority of New York and New Jersey Board of Commissioners' Press Release (Press Release Number: 40-2009) dated March 26, 2009, announcing the award of the contract to furnish, fabricate, and erect the structural steel for the Transportation Hub project to DCM Erectors, the Port Authority and Phoenix Constructors, JV express their intent to enter into a subcontract agreement with DCM Erectors, Inc. for the subject scope of work (Option 'C' – Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work Applicable to Works Areas 1 + 2 + 3 (PATH Station + 1 Line Subway Box + Transit Hall)), pending final resolution of the following issues and DCM's agreement to the following conditions (Not all inclusive):

- Negotiation of Final Subcontract Terms and Conditions (Technical and Commercial)
- Resolution of All Outstanding Bonding Issues

Please indicate your acceptance of this Letter of Intent by signing in the space provided below.

Thank you for your time and consideration.

Very truly yours,
PHOENIX CONSTRUCTORS JV

Darrell E. Waters
Project Director

cc: Phoenix – Steering Committee, W. DeCamp, G. Winsper, W. Saukin, J. Qureshi, S. Kremmidas
Port Authority – C. Ward, D. Tweedy, S. Plate, L. Foster, M. Pagliettini

DCM Erectors

Phoenix Constructors, JV



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel.
212.566.2350 Fax

Darrell E. Waters
Project Director

April 3, 2009

The Port Authority of NY & NJ
Attn: Mr. Steven Plate
Director, World Trade Center Construction
World Trade Center Transportation Hub
115 Broadway, 10th Floor
New York, NY 10006

Phoenix Letter No.: W0TC-08100-WP20-PRECON-00008
Subject: Work Package 20, RFP/Contract No. W0TC-GC1-2-KN0186-020: Award Protest

Dear Mr. Plate,

Phoenix Constructors JV (PCJV) hereby advises the Port Authority of the formal protest by W&W Steel, LLC (W&W) of the award of RFP/Contract No. W0TC-GC1-2-KN0186-020 (RFP) to DCM Erectors, Inc. (DCM). A full copy of the protest is attached to this letter. This protest was received by PCJV via email on April 2, 2009 at 4:35 PM and via hard copy on April 2, 2009 at 4:52 PM.

PCJV requests that the Port Authority investigate the allegations related to their Project Architect, Santiago Calatrava LLC. PCJV has no knowledge of communications between Santiago Calatrava and steel fabricators and erectors predating the issuance of the RFP on November 21, 2008. At the Port Authority's request, PCJV attended briefing presentations by Santiago Calatrava on August 7, 2008, September 19, 2008, and October 14, 2008, during which Mr. Calatrava described the design modifications that he would implement in an effort to reduce project costs and address concerns related to constructability. PCJV had no other contact with Mr. Calatrava prior to the issuance of the RFP. The allegation presented in the protest focuses solely on the actions of the Port Authority's Project Architect, Santiago Calatrava, with whom PCJV has no contractual relationship.

PCJV requests the Port Authority's response to W&W's protest by April 10, 2009 in order for PCJV, in turn, to respond to W&W within the requisite ten days provided by Section 32.0 of the Instructions to Offerors contained in the RFP. Moreover, despite the Port Authority's direction to award the contract to DCM, PCJV will not execute a contract with DCM Erectors, Inc. until this matter is fully resolved.

Very truly yours,
PHOENIX CONSTRUCTORS, JV

 FOR

Darrell E. Waters
Project Director

att

cc: PANYNJ – L. Foster, M. Pagliettini, R. DeVito, S. Leone, J. Deluca
PCJV – W. DeCamp, G. Winsper, W. Saukin, J. Qureshi, S. Kremmidas

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Allen G. Reiter
Partner
212.484.3915 DIRECT
212.484.3990 FAX
reiter.allen@arentfox.com

April 2, 2009

VIA HAND DELIVERY

Phoenix Constructors, JV
Procurement Manager
115 Broadway, 18th floor
New York, New York 10006

Re: WTC Transportation Hub - Work Package No. 20 (Contract WTC-284.458)
RFP/Contract No. WOTC-GC1-2-KN0186-020 (the "RFP")
Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate and
Erect Structure Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast
Concrete Work (the "Project")

Gentlemen:

We submit this protest pursuant to Section 32.0 of the RFP for the above Project on behalf of our client, W&W Steel, LLC ("W&W"), which has the below contact information:

W&W Steel, LLC
c/o Mr. Rick Cooper
1730 West Reno Avenue
Oklahoma City, OK 73106
Telephone No. (405) 235-3621
Fax No. (405) 236-4842
Email: rcooper@wwsteel.com

STATEMENT CONCERNING W&W'S INTEREST IN THE AWARD OR NON-AWARD
OF THE SUBCONTRACT/PURCHASE ORDER FOR THE PURPOSE OF FILING THE
PROTEST

W&W was one of the three final bidders (the "Offerors") for the award of the contract for the Project. In a telephone call from Phoenix Constructors, JV ("Phoenix") to Mr. Rick Cooper, the President and Chief Executive Officer of W&W on March 26, 2009, as confirmed in a letter,

dated March 30, 2009, from Darrell E. Waters, Project Director, Phoenix informed W&W that, as directed by the Port Authority of New York and New Jersey (the "Port Authority"), Phoenix intended to enter into a subcontract with DCM Erectors, Inc. ("DCM") for Option C of the Project, rather than with W&W. A copy of Mr. Waters' letter is attached as Exhibit A.

STATEMENT OF THE LEGAL AND FACTUAL GROUNDS FOR THE PROTEST

On March 26, 2009, upon hearing that DCM's bid had been accepted instead of W&W's bid, Charles Dougherty, W&W's Eastern Region Manager ("Dougherty"), called W&W's intended supplier, Horta Coroslada ("Horta"), to tell it that DCM was the successful bidder on the Project. In the course of that conversation, and in a follow-up conversation two days later, Dougherty learned that DCM had advance knowledge of the specifications and design drawings for the Project, which conferred upon it an unfair competitive advantage over W&W in formulating its bid. The facts set forth below establishing DCM's advance knowledge of the design details of the Project are based upon the information that W&W received from Horta in these conversations. In addition, during these conversations, W&W learned for the first time that Horta also had contact with Calatrava predating the issuance of the RFP and had signed a non-disclosure agreement with Calatrava.

Phoenix issued the RFP on November 21, 2008, soliciting subcontractors to prepare bids for the Project. In order to maintain a fair bidding process, the RFP established procedures to ensure that each of the potential Offerors for the Project possessed identical information about the Project's requirements and specifications.

However, before the issuance of the RFP, by mid-2008, the Port Authority and Phoenix had become concerned about several aspects of the Project as designed by its architect, Santiago Calatrava ("Calatrava"). They were concerned whether: (i) Calatrava's architectural design was technically capable of being constructed; (ii) his design would be too expensive to construct; and (iii) the Project would create delays that would threaten not only the completion deadline for the WTC Memorial, which is scheduled to be completed and dedicated on September 11, 2011, but potentially the entire WTC reconstruction project. These concerns were reported in the press. See articles in *The New York Times*, dated July 2, 2008, August 28, 2008 and September 17, 2008, attached as Exhibit B.

In his effort to defend his design and address these concerns, Calatrava solicited assistance from various steel fabricators and erectors, including DCM. On a confidential basis, Calatrava provided DCM and others with his design drawings and specifications for the Project.

From DCM and the other parties he contacted, Calatrava received pricing information about the cost of executing his design. In so doing, Calatrava provided the entities with which he consulted details of the Project that were not then available to W&W or any of the other potential

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Offerors, giving DCM an enormous and unfair competitive advantage over W&W and any other prospective Offeror with which he did not consult. W&W does not know the precise nature of the data Calatrava presented to DCM and the other parties with which he consulted, or the extent of the consultations that DCM had with Calatrava in the months before Phoenix issued the RFP. Based upon the input of these entities, in September 2008, Calatrava was able to persuade the Port Authority and Phoenix that his design could be timely constructed within the budgeted cost of construction, albeit with some minor design modifications.

DCM had early and unique access both to the Project's architect and to the very specifications and drawings that would help it to formulate its bid for the Project, thus giving it an unfair competitive advantage over W&W, which did not have access to such design information until months later, if at all, and had no direct contact with Calatrava. DCM priced the Project before the RFP was even issued.

DCM's superior access to the specifications and drawings and to the architect of the Project violated the competitive bidding requirements established by Phoenix and the Federal Transit Administration (the "FTA"). Section 4.2 of the RFP requires that all prospective Offerors have access to identical information about the Project in connection with formulating their bids, providing in part, that:

Offeror shall not communicate with any other Offeror, employee or consultant employed by PC or the PANYNJ with respect to the subject matter of this Solicitation. The Offeror may transmit questions and comments via fax or e-mail. PC will answer all questions in writing and provide a copy of all questions and answers to all Offerors. If the RFP requires an addendum to resolve issues regarding the RFP, PC will issue an amendment to those Offerors who have not declined to participate in time for them to consider the addenda before finalizing and submitting their offers.

Section 13 of the RFP specifically prohibits the "acquisition or use of sensitive or confidential information for which Offerors or their agents or representatives are not entitled . . ." It also places an affirmative duty upon Offerors to disclose their receipt of any such information to Phoenix, and provides that a failure to so disclose may result in being barred from participating in the Project:

Offerors are further required to notify PCJV immediately if they come into possession of confidential information (including evaluation of offer information). Failure to comply with the foregoing may result in disqualification of the Offeror.

Appendix D of the FTA Guidance, dated August 21, 2003, entitled "LMRO Third-Party Contracting Requirements (the "LMRO"), applies here as well, pursuant to Sections 1 and 4 thereof. Section 8 of the LMRO, entitled "Full and Open Competition," mandates that "All procurement transactions will be conducted in a manner providing full and open competition." As an example of a competition that does not meet that standard, § 8(a)(5) of the LMRO refers to "Organizational conflicts of interest," citing to "a contractor [that] has an unfair competitive advantage." The application of federal standards here is further established by § 1 of the General Procurement Standards Applicable to Third-Party Procurements of the LMRO, which cites "violations of Federal law or regulation" as one of the two bases upon which the FTA will review a bid protest.

Federal law and the regulations promulgated thereunder are designed to ensure the integrity of contract awards. The Federal Acquisition Regulations (the "FAR") (codified at 48 C.F.R. § 1, *et seq.*) (2008), set forth the guidelines for the procurement process, and establish the standards and safeguards that govern agency conduct in making contractual awards. Central to the FAR is Part 2.101, the definition of "source selection information," the relevant parts of which are defined as follows:

"Source selection information" means any of the following information that is prepared for use by an agency for the purpose of evaluating a bid or proposal to enter into an agency procurement contract, if that information has not been previously made available to the public or disclosed publicly:

- (1) Bid prices submitted in response to an agency invitation for bids, or lists of those bid prices before bid opening.
- (2) Proposed costs or prices submitted in response to an agency solicitation, or lists of those proposed costs or prices.

* * *

- (4) Technical evaluation plans.
- (5) Technical evaluations of proposals.
- (6) Cost or price evaluations of proposals.

* * *

- (10) Other information marked as "Source Selection Information . . . based on a case-by-case determination by the head of the agency

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or the contracting officer, that its disclosure would jeopardize the integrity or successful completion of the Federal agency procurement to which the information relates.

Additionally, Part 9.505 of the FAR establishes "two underlying principles," one of which, codified at Part 9.505(b) is:

(b) Preventing unfair competitive advantage. In addition to the other situations described in this subpart, an unfair competitive advantage exists where a contractor competing for award of any Federal contract possesses:

* * *

(2) Source selection information (as defined in 2.101) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.

Pursuant to Part 3.104-7, a "contracting officer" who receives "information of a violation or possible violation" "shall determine" whether the selection of a contractor has been affected by the violation, and is empowered to, *inter alia*, "cancel the procurement," "disqualify the offeror," or "void or rescind the contract." Part 3.104-7(d). Finally, FAR Part 6 - Full and Fair Competition - establishes that contracting officers "shall promote and provide for full and open competition in soliciting offers and awarding Government contracts." Part 6.101(a).

Federal case law has further amplified these regulations. For example, in *Arinc Engineering Services, Inc. v. United States et al.*, 77 Fed. Cl. 196, 202 (2007), the court considered: (i) whether [the] bidder had access to non-public information that was unavailable to the protesting bidder; (ii) whether that non-public information was competitively useful in responding to the solicitation; (iii) whether, by having unequal access to that information, the bidder was afforded an advantage that was unfair; and (iv) whether not having equal access to that information prejudiced the protesting bidder.

It is well-recognized that the type of access to design specifications that DCM acquired fatally tainted the RFP process. For example, in *McArdle v. Board of Estimate of the City of Mount Vernon*, 74 Misc. 2d 1014, 347 N.Y.S.2d 349 (Sup. Ct. Westchester Co. 1973), a New York court ordered the City of Mount Vernon to reopen the bidding for a project because the winning bidder was a consultant that had helped design the specifications for the project. As noted by a California court, because of the potential for abuse arising from deviations from strict adherence to the standards which promote the public benefits of government-backed construction

projects, the letting of public contracts “universally receives close judicial scrutiny, and contracts awarded without strict compliance with bidding requirements will be set aside.” *Konica Business Machines U.S.A., Inc. v. Regents of Univ. of Calif.*, 206 Cal. App. 3d 449, 456 (1988). As opined by the Attorney General of the State of Texas, (*See Tex. Atty. Gen. Op. JM-940, 1988 WL 406260 (Tex. A.G. 1988)*) (“[T]here can be no competitive bidding in a legal sense where the terms of the letting of the contract prevent or restrict competition, [or] favor a contractor or materialman” A potential bidder is undoubtedly put in a favored position over other potential bidders if he drafts the specifications of the job to be let or participates in the design and cost-estimating decisions of the owner. All bidders are not placed on the same plane of equality. In our opinion, such dual activities create a conflict of interests as well.” (internal citations omitted).

DCM’s access to the specifications and drawings of the Project outside of and substantially in advance of the bidding competition conducted by Phoenix violated the requirements of “Full and Open Competition.” DCM’s collaboration and contact with Calatrava gave DCM an enormous, unique and unfair competitive advantage in the bidding process. Moreover, the scope and timing of DCM’s involvement fundamentally undermined the goals of Phoenix’s carefully structured attempt - and the binding Federal regulatory structure - to ensure that all of the Offerors would have a level playing field in formulating their proposals. An award based on this record cannot stand.

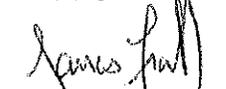
THE RELIEF REQUESTED

Based upon DCM’s early access to confidential information about the Project, coupled with its failure to disclose such access and its extent to Phoenix, W&W respectfully requests that DCM be disqualified from the Project and that the successful bidder be chosen from the remaining bidders. Alternatively, W&W respectfully requests that the Project be re-bid without DCM’s participation.

Sincerely yours,



Allen G. Reiter



James E. Frankel

EXHIBIT A



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel
212.566.2350 Fax

Darrell E. Waters
Project Director

March 30, 2009

W&W AFCO Steel
Box 25369
Oklahoma City, OK 73125

Attention: Mr. Rick Cooper, President and CEO

Phoenix Constructors, JV Letter No. W07C-09300-WP20PRECON-00003

Subj: World Trade Center Transportation Hub – Work Package No. 20 – Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work - W07C-GC1-2-KN0186-020 – Letter of Regret

Dear Mr. Cooper:

We regret to inform you that pursuant to the Port Authority of New York and New Jersey Board of Commissioners' Press Release (Press Release Number: 40-2009) dated March 26, 2009, announcing the award of the contract to furnish, fabricate, and erect the structural steel for the Transportation Hub project to DCM Erectors, Phoenix Constructors, JV, as directed by the Port Authority, intends to enter into a subcontract agreement with DCM Erectors, Inc. for the subject scope of work (Option 'C' – Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work Applicable to Works Areas 1 + 2 + 3 (PATH Station + 1 Line Subway Box + Transit Hall)).

You, Mr. Charlie Dougherty, Mr. Bob Derr, and the entire W&W Team demonstrated careful preparation, exceptional knowledge and understanding of the project, superb presentation, and remarkable professionalism throughout the process. We will maintain W&W's qualifications in our active resource files for future RFPs for which you may qualify.

Thank you for your time and consideration.

Very truly yours,

PHOENIX CONSTRUCTORS, JV

W&W
Darrell E. Waters
Project Director

cc: Phoenix: W. DeCamp, G. Winsper, J. Qureshi, S. Kremmidas, W. Saukin
Port Authority: D. Tweedy, S. Plate, L. Foster, M. Pagliettini
Derr Steel: R. Derr

EXHIBIT B



July 2, 2008

Design of Ground Zero Transit Hub Is Trimmed

By DAVID W. DUNLAP

Correction Appended

It was to be an audacious gesture in an already daring design. As envisioned by the architect Santiago Calatrava, the enormous wings forming the roof of the main hall at the World Trade Center transportation hub were to swing open to the sky, when the weather was delightful or — each Sept. 11 — when the mood was somber.

“On a beautiful summer day,” Mr. Calatrava said in 2004, “the building can work not as a greenhouse but as an open space.” And on the anniversary of the terrorist attacks, he said, the rooftop could open again, “giving us the sense of unprotection.”

Though the idea of a building in movement seems startling, this would not have been the first kinetic work by Mr. Calatrava. The winglike sunscreen at the Milwaukee Art Museum opens and closes twice daily, and has become a civic attraction in its own right.

But the wings at the trade center site were stilled on Tuesday, as officials began to reckon with budgets and timetables that they now concede are well beyond earlier estimates.

The roof “will no longer open and close,” said Christopher O. Ward, the executive director of the Port Authority of New York and New Jersey, which is building the hub. “This is a tough choice, but it is the right choice,” he said. “It’s reflective of the kinds of choices we simply must make in the coming weeks and months if we are to establish priorities and milestones, to which we can be held accountable.”

However, Mr. Ward said that a gap would be retained between the north and south roof segments, on the long axis — or spine — of the lens-shaped hall. This gap might be up to 12 feet wide. Glass panels within the gap would ordinarily protect the interior from cold, rain and snow. These panels could be retracted in good weather, on the Sept. 11 anniversaries and also to let smoke escape, if needed.

“The spine will remain as an opening,” Mr. Ward said. “There will be the same sense of light and air and escape.”

He said time and money would be saved by not having to engineer the wings to account for changing weight distribution. Scrapping the idea would also eliminate the problem of the south wing coming within three or four feet of Tower 3, one of the office buildings being developed by Silverstein Properties. “God forbid something failed,” Mr. Ward said.

Mr. Calatrava issued a statement saying the revision was “just the latest example of many changes we have recommended” to save time and money “while preserving the integrity of the original design.”

On Monday, the authority issued a report listing problems with the trade center redevelopment, saying, “The schedule and cost for each of the public projects on the site face significant delays and cost overruns.” It did not specify new budgets or timetables.

The authority is building the transportation hub, through which PATH commuters, subway riders and pedestrians will stream one day.

Given financing limits, the authority must find ways to build the hub for no more than \$2.5 billion. Though officials have insisted that the hub’s signature features would be retained, subtle and not-so-subtle changes have already been made, some that are arguably more significant than opening and closing roof wings. For instance, the underground mezzanine was originally to be illuminated with skylights set in the pavement of the memorial plaza above. That arrangement, which far more directly affects the experience of daily commuters, was quietly scrapped in recent months.

As the design is further modified — some might say whittled away — another possibility is that more of the existing PATH terminal will be used than was originally planned.

This article has been revised to reflect the following correction:

Correction: July 7, 2008

An article on Wednesday about the scaling back of the architect Santiago Calatrava’s design for the transportation hub at ground zero misstated the name of the museum that he designed in Milwaukee. It is the Milwaukee Art Museum, not the Milwaukee Museum of Art.

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August 28, 2008

Transit Hub Design May Be Simplified

By DAVID W. DUNLAP

As one architectural ambition after another was given up at ground zero for economy, security and politics, it seemed that the architect Santiago Calatrava's vision of a luminous, cavernous World Trade Center Transportation Hub would be immune from major change.

No more.

With the Port Authority of New York and New Jersey seeking significant savings in the budget and the timetable of the trade center reconstruction, a key element of Mr. Calatrava's design — a vast underground mezzanine free of columns — may be in jeopardy.

Estimates vary on how much the projected cost of the transportation hub currently exceeds its \$2.5 billion budget, but it could be at least several hundred million dollars.

Spanning great spaces without the interruption of columns is certainly possible and, all else being equal, aesthetically desirable. But it also adds to the complexity of construction.

Two alternatives under consideration call for standard column-and-beam construction instead of the long spans and cantilevers proposed by Mr. Calatrava.

For his part, Mr. Calatrava says his design can be constructed on budget and on time, noting that there had already been revisions made to it without abandoning the columnless approach.

"It has always been my goal to deliver a beautiful, practical transportation hub for Lower Manhattan," he said in a statement released by his office. "In its revised state, the project retains all of its fundamental beauty, and the adjustments make it an ever-more-functional and coherent facility that will serve New York well in the years to come."

No version would eliminate the ribbed and winged roof over the hub's arrival hall, east of Greenwich Street, which Mr. Calatrava has likened to a bird in flight. Keeping it would

permit officials to assert that they had been faithful to the original architectural concept.

But it is the underground mezzanine, west of Greenwich Street, that will be the functional heart of the hub, occupying the level between the arrival hall and the PATH platforms. How it is treated depends in part on whether it is seen as a passageway through which commuters hurry or as a ceremonial gateway on the scale of the main concourse at Grand Central Terminal.

At the tightly squeezed trade center site, how the mezzanine is constructed has an effect on all the buildings around it. Directly above it would be one corner of the 9/11 memorial plaza. Adjoining it would be the lower level of Tower 3, a 71-story office tower being developed by Silverstein Properties. Running through it would be the tracks and station of the No. 1 subway.

At the end of September, Christopher O. Ward, the executive director of the Port Authority, is to report to the authority's board on how the agency intends to resolve the numerous logistical, structural and financial conflicts that have stalled progress and raised costs at ground zero.

In the case of the hub, the authority must balance its fiduciary role with its role as advocate for Mr. Calatrava's plan.

The three conceptual versions of the transportation hub under discussion are:

¶The revised version of the original design in which Mr. Calatrava and his partners in the Downtown Design Partnership, the firms STV and DMJM, have been directly involved. This version would maintain the mezzanine as an uninterrupted, column-free space.

¶An alternative calling for reuse of existing columns. This has been advanced by a group convened to help Mr. Ward in his assessment. It is headed by Mickey Kupperman, an executive at Silverstein, and has involved the Turner Construction Company, the architectural firm Beyer Blinder Belle and the engineering firms AKF and Leslie E. Robertson Associates.

¶An alternative that would use what the authority describes as "a more traditional column-supported structural approach to the PATH mezzanine." This has been developed by a team led by the authority's chief engineer, Francis J. Lombardi.

It is too early to say which approach, or which combination, will prevail.

“The whole point of the report is to answer these questions and move forward,” said Stephen Sigmund, a spokesman for the authority. He said the authority was working with Mr. Calatrava “to preserve as much of his original vision” as possible but added, “These aren’t easy fixes.”

Joseph C. Daniels, the president and chief executive of the National September 11 Memorial and Museum, said on Wednesday that to have the plaza ready for visitors by the 10th anniversary of the attack, the steel and concrete framework of the mezzanine below must be completed by July 2010.

“Everything has to be done to make that date,” he said.

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The New York Times

City Room

Blogging From the Five Boroughs

SEPTEMBER 17, 2008, 9:35 AM

Fate of the Calatrava Terminal Is Still Hanging

By DAVID W. DUNLAP

Anthony J. Sartor, far left, and David S. Steiner, far right, were the two Port Authority commissioners who defended Santiago Calatrava's design for the World Trade Center Transportation Hub at a board meeting on Tuesday. Between them are Anthony R. Coscia, the authority chairman, and Raymond M. Pocino, another commissioner. (Photo: David W. Dunlap/The New York Times)

With two weeks to go before he must make more than a dozen recommendations on how to get ground zero rebuilding on schedule and on budget, the executive director of the Port Authority said on Tuesday that he had not yet solved the linchpin problem: how to build the underground mezzanine of the World Trade Center Transportation Hub.

The executive director, Christopher O. Ward, told the commissioners of the Port Authority of New York and New Jersey that he was still confident he would meet the Sept. 29 deadline for delivery of his report. But Mr. Ward, who can be disarmingly candid, acknowledged that his own deadline for setting deadlines had been perhaps "overly ambitious."

What makes the mezzanine so critical is that its schedule dictates the schedule of the memorial, because one large corner of the memorial plaza is directly above the mezzanine. Construction of the mezzanine also affects the completion of Greenwich Street, which runs in front of the three office towers planned by Silverstein Properties.

Santiago Calatrava, the architect of the transportation hub, has called for a mezzanine with uninterrupted space, depending on long-span arches and cantilevers to avoid the use of columns. A second proposal, from a working group led by a Silverstein Properties executive, proposes standard column-and-beam construction and the insertion of another floor within the space. A third proposal, developed in-house by the Port Authority, would retain some of the spaciousness of the mezzanine, but also use columns and beams.

The key question is whether Mr. Calatrava's seemingly exotic design can be constructed timely and economically.

Mayor Michael R. Bloomberg said last week that the transportation hub design, "including the underground hall, is too complicated to build and threatens to delay the memorial and the entire project."

But two of the authority's commissioners, Anthony J. Sartor and David S. Steiner, sought on Tuesday to refute that idea by citing an arched east-west underground passageway that has already been built to Mr. Calatrava's specifications. They took turns at the board meeting questioning Steven P. Plate, the director of priority capital programs at the authority.

When asked about prices for the east-west passageway, Mr. Plate replied, "Based on the

estimates that we had, the actual numbers came in consistent or lower than the original estimates.”

When asked about construction difficulties, he answered, “It went without any hitches.”

Mr. Sartor and Mr. Steiner, both of whom represent New Jersey in the bistate authority, have long been advocates for Mr. Calatrava’s design. They did not have to do anything more than ask their questions in a public meeting to make their point.

Mr. Bloomberg, who is also chairman of the National September 11 Memorial and Museum at the World Trade Center, has insisted that the memorial be completed by Sept. 11, 2011, the 10th anniversary of the attack.

Tuesday marked the first time the Port Authority board of commissioners met to discuss the World Trade Center project exclusively. The meeting was held at 115 Broadway, between Cedar and Thames Streets. The 10th-floor conference room into which the commissioners crowded had a view that took in much of ground zero.

After the brief meeting, Mr. Ward said about the transportation hub design: “There is much analysis in terms of engineering, constructability, delivery and time. And literally in this building, around the clock, Port Authority engineers work with our project and architectural partners on evaluating that.”

Asked whether such a complex and sophisticated engineering analysis could be performed in two weeks, Mr. Ward said, “The answer to that is yes.”

Then he smiled and added, “As I could only answer yes.”



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel.
212.566.2350 Fax

Darrell E. Waters
Project Director

March 30, 2009

Perini Civil Construction
1022 Lower South Street
Peekskill, NY 10566

Attention: Mr. James Laing

Phoenix Constructors, JV Letter No. W0TC-09300-WP20PRECON-00004

Subj: World Trade Center Transportation Hub – Work Package No. 20 –Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work - W0TC-GC1-2-KN0186-020 – Letter of Regret

Dear Mr. Laing:

We regret to inform you that pursuant to the Port Authority of New York and New Jersey Board of Commissioners' Press Release (Press Release Number: 40-2009) dated March 26, 2009, announcing the award of the contract to furnish, fabricate, and erect the structural steel for the Transportation Hub project to DCM Erectors, Phoenix Constructors, JV, as directed by the Port Authority, intends to enter into a subcontract agreement with DCM Erectors, Inc. for the subject scope of work (Option 'C' – Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work Applicable to Works Areas 1 + 2 + 3 (PATH Station + 1 Line Subway Box + Transit Hall)).

Mr. Henry Cheung, Mr. Terry Flynn, Ms. Heather Cuffel, and the entire Perini Team demonstrated careful preparation, exceptional knowledge and understanding of the project, superb presentation, and remarkable professionalism throughout the process. We will maintain Perini's qualifications in our active resource files for future RFPs for which you may qualify.

Thank you for your time and consideration.

Very truly yours,
PHOENIX CONSTRUCTORS, JV

wdc
Darrell E. Waters
Project Director

cc: Phoenix: W. DeCamp, G. Winsper, J. Qureshi, S. Kremmidas, W. Saukin
Port Authority: D. Tweedy, S. Plate, L. Foster, M. Pagliettini



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel.
212.566.2350 Fax

Darrell E. Waters
Project Director

March 30, 2009

W&W AFCO Steel
Box 25369
Oklahoma City, OK 73125

Attention: Mr. Rick Cooper, President and CEO

Phoenix Constructors, JV Letter No. W0TC-09300-WP20PRECON-00003

Subj: World Trade Center Transportation Hub – Work Package No. 20 –Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work - W0TC-GC1-2-KN0186-020 – Letter of Regret

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You, Mr. Charlie Dougherty, Mr. Bob Derr, and the entire W&W Team demonstrated careful preparation, exceptional knowledge and understanding of the project, superb presentation, and remarkable professionalism throughout the process. We will maintain W&W's qualifications in our active resource files for future RFPs for which you may qualify.

Thank you for your time and consideration.

Very truly yours,
PHOENIX CONSTRUCTORS, JV

WDC Darrell E. Waters
Project Director

cc: Phoenix: W. DeCamp, G. Winsper, J. Qureshi, S. Kremmidas, W. Saukin
Port Authority: D. Tweedy, S. Plate, L. Foster, M. Pagliettini
Derr Steel: R. Derr



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
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Darrell E. Waters
Project Director

March 27, 2009

Mr. Larry P. Davis, President
DCM Erectors, Inc.
110 East 42nd Street, Suite 1704
New York, NY 10017

Phoenix Constructors, JV Letter No. W0TC-08100-WP20PRECON-00006

Subj: World Trade Center Transportation Hub – Work Package No. 20 –Station construction and transit Hall Structure to Grade: Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work - W0TC-GC1-2-KN0186-020 – Letter of Intent to Contract

Dear Mr. Davis:

Pursuant to the Port Authority of New York and New Jersey Board of Commissioners' Press Release (Press Release Number: 40-2009) dated March 26, 2009, announcing the award of the contract to furnish, fabricate, and erect the structural steel for the Transportation Hub project to DCM Erectors, the Port Authority and Phoenix Constructors, JV express their intent to enter into a subcontract agreement with DCM Erectors, Inc. for the subject scope of work (Option 'C' – Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work Applicable to Works Areas 1 + 2 + 3 (PATH Station + 1 Line Subway Box + Transit Hall)), pending final resolution of the following issues and DCM's agreement to the following conditions (Not all inclusive):

- Negotiation of Final Subcontract Terms and Conditions (Technical and Commercial)
- Resolution of All Outstanding Bonding Issues

Please indicate your acceptance of this Letter of Intent by signing in the space provided below.

Thank you for your time and consideration.

Very truly yours,
PHOENIX CONSTRUCTORS JV

Darrell E. Waters
Project Director

cc: Phoenix – Steering Committee, W. DeCamp, G. Winsper, W. Saukin, J. Qureshi, S. Kremmidas
Port Authority – C. Ward, D. Tweedy, S. Plate, L. Foster, M. Pagliettini

DCM Erectors

Phoenix Constructors, JV



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel.
212.566.2350 Fax

Darrell E. Waters
Project Director

March 27, 2009

Mr. Larry P. Davis, President
DCM Erectors, Inc.
110 East 42nd Street, Suite 1704
New York, NY 10017

W0TC-09300-WP20PRECON-00002

Phoenix Constructors, JV Letter No. ~~W0TC-08100-WP20PRECON-00006~~

Subj: World Trade Center Transportation Hub – Work Package No. 20 – Station construction and transit Hall Structure to Grade: Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work - W0TC-GC1-2-KN0186-020 – Letter of Intent to Contract

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- Resolution of All Outstanding Bonding Issues

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Thank you for your time and consideration.

Very truly yours,
PHOENIX CONSTRUCTORS JV

Darrell E. Waters
Project Director

cc: Phoenix – Steering Committee, W. DeCamp, G. Winsper, W. Saukin, J. Qureshi, S. Kremmidas
Port Authority – C. Ward, D. Tweedy, S. Plate, L. Foster, M. Pagliettini

DCM Erectors

Phoenix Constructors, JV

Arent Fox

Allen G. Reiter

Partner

212.484.3915 DIRECT

212.484.3990 FAX

reiter.allen@arentfox.com

April 2, 2009

VIA HAND DELIVERY

Phoenix Constructors, JV
Procurement Manager
115 Broadway, 18th floor
New York, New York 10006

Re: WTC Transportation Hub - Work Package No. 20 (Contract WTC-284.458)
RFP/Contract No. WOTC-GC1-2-KN0186-020 (the "RFP")

Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate and
Erect Structure Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast
Concrete Work (the "Project")

Gentlemen:

We submit this protest pursuant to Section 32.0 of the RFP for the above Project on behalf of our client, W&W Steel, LLC ("W&W"), which has the below contact information:

W&W Steel, LLC
c/o Mr. Rick Cooper
1730 West Reno Avenue
Oklahoma City, OK 73106
Telephone No. (405) 235-3621
Fax No. (405) 236-4842
Email: rcooper@wwsteel.com

STATEMENT CONCERNING W&W'S INTEREST IN THE AWARD OR NON-AWARD
OF THE SUBCONTRACT/PURCHASE ORDER FOR THE PURPOSE OF FILING THE
PROTEST

W&W was one of the three final bidders (the "Offerors") for the award of the contract for the Project. In a telephone call from Phoenix Constructors, JV ("Phoenix") to Mr. Rick Cooper, the President and Chief Executive Officer of W&W on March 26, 2009, as confirmed in a letter,

dated March 30, 2009, from Darrell E. Waters, Project Director, Phoenix informed W&W that, as directed by the Port Authority of New York and New Jersey (the "Port Authority"), Phoenix intended to enter into a subcontract with DCM Erectors, Inc. ("DCM") for Option C of the Project, rather than with W&W. A copy of Mr. Waters' letter is attached as Exhibit A.

STATEMENT OF THE LEGAL AND FACTUAL GROUNDS FOR THE PROTEST

On March 26, 2009, upon hearing that DCM's bid had been accepted instead of W&W's bid, Charles Dougherty, W&W's Eastern Region Manager ("Dougherty"), called W&W's intended supplier, Horta Coraslada ("Horta"), to tell it that DCM was the successful bidder on the Project. In the course of that conversation, and in a follow-up conversation two days later, Dougherty learned that DCM had advance knowledge of the specifications and design drawings for the Project, which conferred upon it an unfair competitive advantage over W&W in formulating its bid. The facts set forth below establishing DCM's advance knowledge of the design details of the Project are based upon the information that W&W received from Horta in these conversations. In addition, during these conversations, W&W learned for the first time that Horta also had contact with Calatrava predating the issuance of the RFP and had signed a non-disclosure agreement with Calatrava.

Phoenix issued the RFP on November 21, 2008, soliciting subcontractors to prepare bids for the Project. In order to maintain a fair bidding process, the RFP established procedures to ensure that each of the potential Offerors for the Project possessed identical information about the Project's requirements and specifications.

However, before the issuance of the RFP, by mid-2008, the Port Authority and Phoenix had become concerned about several aspects of the Project as designed by its architect, Santiago Calatrava ("Calatrava"). They were concerned whether: (i) Calatrava's architectural design was technically capable of being constructed; (ii) his design would be too expensive to construct; and (iii) the Project would create delays that would threaten not only the completion deadline for the WTC Memorial, which is scheduled to be completed and dedicated on September 11, 2011, but potentially the entire WTC reconstruction project. These concerns were reported in the press. See articles in *The New York Times*, dated July 2, 2008, August 28, 2008 and September 17, 2008, attached as Exhibit B.

In his effort to defend his design and address these concerns, Calatrava solicited assistance from various steel fabricators and erectors, including DCM. On a confidential basis, Calatrava provided DCM and others with his design drawings and specifications for the Project.

From DCM and the other parties he contacted, Calatrava received pricing information about the cost of executing his design. In so doing, Calatrava provided the entities with which he consulted details of the Project that were not then available to W&W or any of the other potential

Offerors, giving DCM an enormous and unfair competitive advantage over W&W and any other prospective Offeror with which he did not consult. W&W does not know the precise nature of the data Calatrava presented to DCM and the other parties with which he consulted, or the extent of the consultations that DCM had with Calatrava in the months before Phoenix issued the RFP. Based upon the input of these entities, in September 2008, Calatrava was able to persuade the Port Authority and Phoenix that his design could be timely constructed within the budgeted cost of construction, albeit with some minor design modifications.

DCM had early and unique access both to the Project's architect and to the very specifications and drawings that would help it to formulate its bid for the Project, thus giving it an unfair competitive advantage over W&W, which did not have access to such design information until months later, if at all, and had no direct contact with Calatrava. DCM priced the Project before the RFP was even issued.

DCM's superior access to the specifications and drawings and to the architect of the Project violated the competitive bidding requirements established by Phoenix and the Federal Transit Administration (the "FTA"). Section 4.2 of the RFP requires that all prospective Offerors have access to identical information about the Project in connection with formulating their bids, providing in part, that:

Offeror shall not communicate with any other Offeror, employee or consultant employed by PC or the PANYNJ with respect to the subject matter of this Solicitation. The Offeror may transmit questions and comments via fax or e-mail. PC will answer all questions in writing and provide a copy of all questions and answers to all Offerors. If the RFP requires an addendum to resolve issues regarding the RFP, PC will issue an amendment to those Offerors who have not declined to participate in time for them to consider the addenda before finalizing and submitting their offers.

Section 13 of the RFP specifically prohibits the "acquisition or use of sensitive or confidential information for which Offerors or their agents or representatives are not entitled" It also places an affirmative duty upon Offerors to disclose their receipt of any such information to Phoenix, and provides that a failure to so disclose may result in being barred from participating in the Project:

Offerors are further required to notify PCJV immediately if they come into possession of confidential information (including evaluation of offer information). Failure to comply with the foregoing may result in disqualification of the Offeror.

Arent Fox

Appendix D of the FTA Guidance, dated August 21, 2003, entitled "LMRO Third-Party Contracting Requirements (the "LMRO"), applies here as well, pursuant to Sections 1 and 4 thereof. Section 8 of the LMRO, entitled "Full and Open Competition," mandates that "All procurement transactions will be conducted in a manner providing full and open competition." As an example of a competition that does not meet that standard, § 8(a)(5) of the LMRO refers to "Organizational conflicts of interest," citing to "a contractor [that] has an unfair competitive advantage." The application of federal standards here is further established by § 1 of the General Procurement Standards Applicable to Third-Party Procurements of the LMRO, which cites "violations of Federal law or regulation" as one of the two bases upon which the FTA will review a bid protest.

Federal law and the regulations promulgated thereunder are designed to ensure the integrity of contract awards. The Federal Acquisition Regulations (the "FAR") (codified at 48 C.F.R. § 1, *et seq.*) (2008), set forth the guidelines for the procurement process, and establish the standards and safeguards that govern agency conduct in making contractual awards. Central to the FAR is Part 2.101, the definition of "source selection information," the relevant parts of which are defined as follows:

"Source selection information" means any of the following information that is prepared for use by an agency for the purpose of evaluating a bid or proposal to enter into an agency procurement contract, if that information has not been previously made available to the public or disclosed publicly:

- (1) Bid prices submitted in response to an agency invitation for bids, or lists of those bid prices before bid opening.
- (2) Proposed costs or prices submitted in response to an agency solicitation, or lists of those proposed costs or prices.

* * *

- (4) Technical evaluation plans.
- (5) Technical evaluations of proposals.
- (6) Cost or price evaluations of proposals.

* * *

- (10) Other information marked as "Source Selection Information . . . based on a case-by-case determination by the head of the agency

or the contracting officer, that its disclosure would jeopardize the integrity or successful completion of the Federal agency procurement to which the information relates.

Additionally, Part 9.505 of the FAR establishes "two underlying principles," one of which, codified at Part 9.505(b) is:

(b) Preventing unfair competitive advantage. In addition to the other situations described in this subpart, an unfair competitive advantage exists where a contractor competing for award of any Federal contract possesses:

* * *

(2) Source selection information (as defined in 2.101) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.

Pursuant to Part 3.104-7, a "contracting officer" who receives "information of a violation or possible violation" "shall determine" whether the selection of a contractor has been affected by the violation, and is empowered to, *inter alia*, "cancel the procurement," "disqualify the offeror," or "void or rescind the contract." Part 3.104-7(d). Finally, FAR Part 6 - Full and Fair Competition - establishes that contracting officers "shall promote and provide for full and open competition in soliciting offers and awarding Government contracts." Part 6.101(a).

Federal case law has further amplified these regulations. For example, in *Arinc Engineering Services, Inc. v. United States et al.*, 77 Fed. Cl. 196, 202 (2007), the court considered: (i) whether [the] bidder had access to non-public information that was unavailable to the protesting bidder; (ii) whether that non-public information was competitively useful in responding to the solicitation; (iii) whether, by having unequal access to that information, the bidder was afforded an advantage that was unfair; and (iv) whether not having equal access to that information prejudiced the protesting bidder.

It is well-recognized that the type of access to design specifications that DCM acquired fatally tainted the RFP process. For example, in *McArdle v. Board of Estimate of the City of Mount Vernon*, 74 Misc. 2d 1014, 347 N.Y.S.2d 349 (Sup. Ct. Westchester Co. 1973), a New York court ordered the City of Mount Vernon to reopen the bidding for a project because the winning bidder was a consultant that had helped design the specifications for the project. As noted by a California court, because of the potential for abuse arising from deviations from strict adherence to the standards which promote the public benefits of government-backed construction

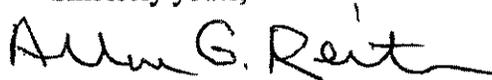
projects, the letting of public contracts “universally receives close judicial scrutiny, and contracts awarded without strict compliance with bidding requirements will be set aside.” *Konica Business Machines U.S.A., Inc. v. Regents of Univ. of Calif.*, 206 Cal. App. 3d 449, 456 (1988). As opined by the Attorney General of the State of Texas, (*See Tex. Atty. Gen. Op. JM-940, 1988 WL 406260 (Tex. A.G. 1988)*) (“[T]here can be no competitive bidding in a legal sense where the terms of the letting of the contract prevent or restrict competition, [or] favor a contractor or materialman” A potential bidder is undoubtedly put in a favored position over other potential bidders if he drafts the specifications of the job to be let or participates in the design and cost-estimating decisions of the owner. All bidders are not placed on the same plane of equality. In our opinion, such dual activities create a conflict of interests as well.” (internal citations omitted).

DCM’s access to the specifications and drawings of the Project outside of and substantially in advance of the bidding competition conducted by Phoenix violated the requirements of “Full and Open Competition.” DCM’s collaboration and contact with Calatrava gave DCM an enormous, unique and unfair competitive advantage in the bidding process. Moreover, the scope and timing of DCM’s involvement fundamentally undermined the goals of Phoenix’s carefully structured attempt - and the binding Federal regulatory structure - to ensure that all of the Offerors would have a level playing field in formulating their proposals. An award based on this record cannot stand.

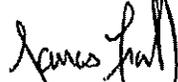
THE RELIEF REQUESTED

Based upon DCM’s early access to confidential information about the Project, coupled with its failure to disclose such access and its extent to Phoenix, W&W respectfully requests that DCM be disqualified from the Project and that the successful bidder be chosen from the remaining bidders. Alternatively, W&W respectfully requests that the Project be re-bid without DCM’s participation.

Sincerely yours,



Allen G. Reiter



James E. Frankel



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel.
212.566.2350 Fax

Darrell E. Waters
Project Director

March 30, 2009

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Box 25369
Oklahoma City, OK 73125

Attention: Mr. Rick Cooper, President and CEO

Phoenix Constructors, JV Letter No. W0TC-09300-WP20PRECON-00003

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Thank you for your time and consideration.

Very truly yours,
PHOENIX CONSTRUCTORS, JV

WDC
Darrell E. Waters
Project Director

cc: Phoenix: W. DeCamp, G. Winsper, J. Qureshi, S. Kremmidas, W. Saukin
Port Authority: D. Tweedy, S. Plate, L. Foster, M. Pagliettini
Derr Steel: R. Derr

Exhibit B



July 2, 2008

Design of Ground Zero Transit Hub Is Trimmed

By **DAVID W. DUNLAP**

Correction Appended

It was to be an audacious gesture in an already daring design. As envisioned by the architect Santiago Calatrava, the enormous wings forming the roof of the main hall at the World Trade Center transportation hub were to swing open to the sky, when the weather was delightful or — each Sept. 11 — when the mood was somber.

“On a beautiful summer day,” Mr. Calatrava said in 2004, “the building can work not as a greenhouse but as an open space.” And on the anniversary of the terrorist attacks, he said, the rooftop could open again, “giving us the sense of unprotection.”

Though the idea of a building in movement seems startling, this would not have been the first kinetic work by Mr. Calatrava. The winglike sunscreen at the Milwaukee Art Museum opens and closes twice daily, and has become a civic attraction in its own right.

But the wings at the trade center site were stilled on Tuesday, as officials began to reckon with budgets and timetables that they now concede are well beyond earlier estimates.

The roof “will no longer open and close,” said Christopher O. Ward, the executive director of the Port Authority of New York and New Jersey, which is building the hub. “This is a tough choice, but it is the right choice,” he said. “It’s reflective of the kinds of choices we simply must make in the coming weeks and months if we are to establish priorities and milestones, to which we can be held accountable.”

However, Mr. Ward said that a gap would be retained between the north and south roof segments, on the long axis — or spine — of the lens-shaped hall. This gap might be up to 12 feet wide. Glass panels within the gap would ordinarily protect the interior from cold, rain and snow. These panels could be retracted in good weather, on the Sept. 11 anniversaries and also to let smoke escape, if needed.

"The spine will remain as an opening," Mr. Ward said. "There will be the same sense of light and air and escape."

He said time and money would be saved by not having to engineer the wings to account for changing weight distribution. Scrapping the idea would also eliminate the problem of the south wing coming within three or four feet of Tower 3, one of the office buildings being developed by Silverstein Properties. "God forbid something failed," Mr. Ward said.

Mr. Calatrava issued a statement saying the revision was "just the latest example of many changes we have recommended" to save time and money "while preserving the integrity of the original design."

On Monday, the authority issued a report listing problems with the trade center redevelopment, saying, "The schedule and cost for each of the public projects on the site face significant delays and cost overruns." It did not specify new budgets or timetables.

The authority is building the transportation hub, through which PATH commuters, subway riders and pedestrians will stream one day.

Given financing limits, the authority must find ways to build the hub for no more than \$2.5 billion. Though officials have insisted that the hub's signature features would be retained, subtle and not-so-subtle changes have already been made, some that are arguably more significant than opening and closing roof wings. For instance, the underground mezzanine was originally to be illuminated with skylights set in the pavement of the memorial plaza above. That arrangement, which far more directly affects the experience of daily commuters, was quietly scrapped in recent months.

As the design is further modified — some might say whittled away — another possibility is that more of the existing PATH terminal will be used than was originally planned.

This article has been revised to reflect the following correction:

Correction: July 7, 2008

An article on Wednesday about the scaling back of the architect Santiago Calatrava's design for the transportation hub at ground zero misstated the name of the museum that he designed in Milwaukee. It is the Milwaukee Art Museum, not the Milwaukee Museum of Art.

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August 28, 2008

Transit Hub Design May Be Simplified

By DAVID W. DUNLAP

As one architectural ambition after another was given up at ground zero for economy, security and politics, it seemed that the architect Santiago Calatrava's vision of a luminous, cavernous World Trade Center Transportation Hub would be immune from major change.

No more.

With the Port Authority of New York and New Jersey seeking significant savings in the budget and the timetable of the trade center reconstruction, a key element of Mr. Calatrava's design — a vast underground mezzanine free of columns — may be in jeopardy.

Estimates vary on how much the projected cost of the transportation hub currently exceeds its \$2.5 billion budget, but it could be at least several hundred million dollars.

Spanning great spaces without the interruption of columns is certainly possible and, all else being equal, aesthetically desirable. But it also adds to the complexity of construction.

Two alternatives under consideration call for standard column-and-beam construction instead of the long spans and cantilevers proposed by Mr. Calatrava.

For his part, Mr. Calatrava says his design can be constructed on budget and on time, noting that there had already been revisions made to it without abandoning the columnless approach.

"It has always been my goal to deliver a beautiful, practical transportation hub for Lower Manhattan," he said in a statement released by his office. "In its revised state, the project retains all of its fundamental beauty, and the adjustments make it an ever-more-functional and coherent facility that will serve New York well in the years to come."

No version would eliminate the ribbed and winged roof over the hub's arrival hall, east of Greenwich Street, which Mr. Calatrava has likened to a bird in flight. Keeping it would

permit officials to assert that they had been faithful to the original architectural concept.

But it is the underground mezzanine, west of Greenwich Street, that will be the functional heart of the hub, occupying the level between the arrival hall and the PATH platforms. How it is treated depends in part on whether it is seen as a passageway through which commuters hurry or as a ceremonial gateway on the scale of the main concourse at Grand Central Terminal.

At the tightly squeezed trade center site, how the mezzanine is constructed has an effect on all the buildings around it. Directly above it would be one corner of the 9/11 memorial plaza. Adjoining it would be the lower level of Tower 3, a 71-story office tower being developed by Silverstein Properties. Running through it would be the tracks and station of the No. 1 subway.

At the end of September, Christopher O. Ward, the executive director of the Port Authority, is to report to the authority's board on how the agency intends to resolve the numerous logistical, structural and financial conflicts that have stalled progress and raised costs at ground zero.

In the case of the hub, the authority must balance its fiduciary role with its role as advocate for Mr. Calatrava's plan.

The three conceptual versions of the transportation hub under discussion are:

¶The revised version of the original design in which Mr. Calatrava and his partners in the Downtown Design Partnership, the firms STV and DMJM, have been directly involved. This version would maintain the mezzanine as an uninterrupted, column-free space.

¶An alternative calling for reuse of existing columns. This has been advanced by a group convened to help Mr. Ward in his assessment. It is headed by Mickey Kupperman, an executive at Silverstein, and has involved the Turner Construction Company, the architectural firm Beyer Blinder Belle and the engineering firms AKF and Leslie E. Robertson Associates.

¶An alternative that would use what the authority describes as "a more traditional column-supported structural approach to the PATH mezzanine." This has been developed by a team led by the authority's chief engineer, Francis J. Lombardi.

It is too early to say which approach, or which combination, will prevail.

"The whole point of the report is to answer these questions and move forward," said Stephen Sigmund, a spokesman for the authority. He said the authority was working with Mr. Calatrava "to preserve as much of his original vision" as possible but added, "These aren't easy fixes."

Joseph C. Daniels, the president and chief executive of the National September 11 Memorial and Museum, said on Wednesday that to have the plaza ready for visitors by the 10th anniversary of the attack, the steel and concrete framework of the mezzanine below must be completed by July 2010.

"Everything has to be done to make that date," he said.

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The New York Times

City Room

Blogging From the Five Boroughs

SEPTEMBER 17, 2008, 9:35 AM

Fate of the Calatrava Terminal Is Still Hanging

By DAVID W. DUNLAP

Anthony J. Sartor, far left, and David S. Steiner, far right, were the two Port Authority commissioners who defended Santiago Calatrava's design for the World Trade Center Transportation Hub at a board meeting on Tuesday. Between them are Anthony R. Coscia, the authority chairman, and Raymond M. Pocino, another commissioner. (Photo: David W. Dunlap/The New York Times)

With two weeks to go before he must make more than a dozen recommendations on how to get ground zero rebuilding on schedule and on budget, the executive director of the Port Authority said on Tuesday that he had not yet solved the linchpin problem: how to build the underground mezzanine of the World Trade Center Transportation Hub.

The executive director, Christopher O. Ward, told the commissioners of the Port Authority of New York and New Jersey that he was still confident he would meet the Sept. 29 deadline for delivery of his report. But Mr. Ward, who can be disarmingly candid, acknowledged that his own deadline for setting deadlines had been perhaps "overly ambitious."

What makes the mezzanine so critical is that its schedule dictates the schedule of the memorial, because one large corner of the memorial plaza is directly above the mezzanine. Construction of the mezzanine also affects the completion of Greenwich Street, which runs in front of the three office towers planned by Silverstein Properties.

Santiago Calatrava, the architect of the transportation hub, has called for a mezzanine with uninterrupted space, depending on long-span arches and cantilevers to avoid the use of columns. A second proposal, from a working group led by a Silverstein Properties executive, proposes standard column-and-beam construction and the insertion of another floor within the space. A third proposal, developed in-house by the Port Authority, would retain some of the spaciousness of the mezzanine, but also use columns and beams.

The key question is whether Mr. Calatrava's seemingly exotic design can be constructed timely and economically.

Mayor Michael R. Bloomberg said last week that the transportation hub design, "including the underground hall, is too complicated to build and threatens to delay the memorial and the entire project."

But two of the authority's commissioners, Anthony J. Sartor and David S. Steiner, sought on Tuesday to refute that idea by citing an arched east-west underground passageway that has already been built to Mr. Calatrava's specifications. They took turns at the board meeting questioning Steven P. Plate, the director of priority capital programs at the authority.

When asked about prices for the east-west passageway, Mr. Plate replied, "Based on the

estimates that we had, the actual numbers came in consistent or lower than the original estimates.”

When asked about construction difficulties, he answered, “It went without any hitches.”

Mr. Sartor and Mr. Steiner, both of whom represent New Jersey in the bistate authority, have long been advocates for Mr. Calatrava’s design. They did not have to do anything more than ask their questions in a public meeting to make their point.

Mr. Bloomberg, who is also chairman of the National September 11 Memorial and Museum at the World Trade Center, has insisted that the memorial be completed by Sept. 11, 2011, the 10th anniversary of the attack.

Tuesday marked the first time the Port Authority board of commissioners met to discuss the World Trade Center project exclusively. The meeting was held at 115 Broadway, between Cedar and Thames Streets. The 10th-floor conference room into which the commissioners crowded had a view that took in much of ground zero.

After the brief meeting, Mr. Ward said about the transportation hub design: “There is much analysis in terms of engineering, constructability, delivery and time. And literally in this building, around the clock, Port Authority engineers work with our project and architectural partners on evaluating that.”

Asked whether such a complex and sophisticated engineering analysis could be performed in two weeks, Mr. Ward said, “The answer to that is yes.”

Then he smiled and added, “As I could only answer yes.”



RFP/ CONTRACT: W0TC-GC1-2-KN0186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE
FURNISH, FABRICATE AND ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK.
INSTRUCTIONS TO OFFERORS

institutions and suppliers; SEC Form 10K, and any other information that may be required by PCJV.

30.4 Single Proposal

In the event a single Offer is received, "PCJV" may conduct a price and/or cost analysis of the Offer. The Offeror may be required to furnish cost and pricing data to support this effort. Negotiations may be conducted with the single Offeror or the Offer may be rejected.

31.0 NOTICES TO OFFERORS

31.1 Precedence of Requirements

In the event of a conflict among the provisions, the RFP instructions, the RFP correspondence, other documents and the resulting contract, the terms of the contract shall govern.

31.2 Disqualification of Phoenix Constructors' Affiliates

Phoenix Constructors JV prohibits the participation of any of its respective affiliates in this solicitation process.

32.0 PROTEST PROCEDURES

If the instance arises that a Subcontractor feels that there are faults in PCJV's procurement operations, the Subcontractor must file a formal protest. All protests must be received in writing and be concise and logically presented to facilitate review by the PCJV. All protests will include:

- Name and address of the protestor including telephone and fax number and email address
- The solicitation title and number
- The contract title and number
- A statement concerning the protestor's interest in the award or non-award of the Subcontract/Purchase Order for the purpose of filing the protest
- A comprehensive statement of the legal and factual grounds for the protest that must include a detailed description of the resulting prejudice to the protestor
- Copies of all relevant and supporting documents and information
- The relief required and the reasons therefore

All protests must be submitted to:



RFP/ CONTRACT: W0TC-GC1-2-KN0186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE
FURNISH, FABRICATE AND ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK.
INSTRUCTIONS TO OFFERORS

Phoenix Constructors, JV
Procurement Manager
115 Broadway, 18th Floor
New York, NY 10006

Protests based upon alleged apparent improprieties of the solicitation shall be filed before proposal opening or the closing date for receipt of proposals or bids. In all other cases protests shall be filed no later than five (5) business days after the basis of the protest is known or should have been known, whichever is earlier. The written protest must be received no later than 5:00PM on the fifth day.

Failure to comply with any of the protest requirements will be just cause for the dismissal of the protest.

Upon receipt of the protest, the Contract Administrator will review the basis of the protest and supporting data and use best efforts to issue a decision within 10 days after receipt of the protest. The Contract Administrator may take any action or make any request he/she deems necessary in order to investigate the protest, including but not limited to, extending the time to issue a decision in order to obtain evidence and other pertinent information.

The protestor will be provided a copy of the written decision by the Contract Administrator. This decision will be considered final unless within three (3) business days of receipt of the written decision the protestor appeals to the Phoenix Constructors' Procurement Manger. The appeal must be sent by certified mail to the address listed above.

No evidence or information may be introduced or relied upon in the appeal that has not been presented to the Contract Administrator. The Procurement Manager will review the appeal, supporting documents, and the decision of the Contract Administrator and issue a written decision within five (5) days of receipt if practical. The Procurement Manager may take any action or make any requests he or she deems necessary including extending the time to issue a decision in order to render a decision on the appeal.

The decision by the Procurement Manager or his/her designee shall be conclusive, final and not subject to further appeal to any entity or agency.

The FTA will only entertain a protest that alleges that the PCJV failed to follow their protest procedures. Any protest concerning the PCJV's failure to follow protest protocol must be filed in accordance with FTA Circular.

END OF INSTRUCTIONS TO OFFERORS

the invoice into CMSi and prepare a Contract Invoice Transmittal (CIT) (Appendix S). After the CIT is approved by Project Management, the Contract Administrator will return a copy of the invoice, along with a signed CIT, to Finance.

- The final invoice under all contracts must be accompanied by a properly completed and notarized final payment release. In addition, the Contract Administrator will verify all claims have been settled prior to authorizing final payment.

12.12 PROTEST

Should a protest by an unsuccessful Offeror be received in writing, Phoenix Constructors will handle and resolve the dispute and disclose information regarding the protest to the Port Authority. Phoenix Constructors will endeavor to exhaust all administrative remedies with any unsuccessful Offeror.

The following protest procedures are established to resolve subcontractor protests by the most efficient method possible. Phoenix Constructors will make their best effort to resolve protests within 15 days after a written protest is filed.

Protests must be concise and logically presented to facilitate review by Phoenix Constructors. Failure of the Protestor to comply with the requirements listed below will be cause for dismissal of the protest.

12.12.1 Protest Information

All protests will include the following information:

- Name and address of the protester including telephone and fax numbers and email address
- The solicitation title and number
- The contract or purchase order title and number
- A statement concerning the protester's interest in the award or non-award of the contract and/or purchase order for the purpose of filing the protest
- A comprehensive statement of the legal and factual grounds for the protest that must include a detailed description of the resulting prejudice to the protestor
- Copies of all relevant and supporting documents and information
- The relief requested and the reason therefore

12.12.2 Protest Submission Address

All protests must be submitted to:

Phoenix Constructors JV
Procurement Manager
115 Broadway, 18th Floor
New York, NY 10006

12.12.3 Protest on Alleged Improprieties

Protests based upon alleged apparent improprieties of the solicitation shall be filed before proposal opening or the closing date for receipt of proposals or bids. In all other cases protests shall be filed no later than 5 business days after the basis of the protest is known or should have been known, whichever is earlier. The written protest must be received no later than 5:00 PM on the fifth day.

12.12.4 Action After Receipt of Protest

The Contract Administrator will review the basis of the protest and supporting data and use best efforts to issue a decision within 10 days after receipt of the protest. The Contract Administrator may take any action or make any request he or she deems necessary in order to investigate the protest including extending the time to issue a decision in order to obtain evidence and other pertinent information.

The protester will be provided a copy of the written decision by the Contract Administrator. This decision will be considered final unless within three business days of receipt of the written decision the protester appeals to the Phoenix Constructors' Procurement Manager. The appeal must be sent by certified mail to the address listed in Section 12.12.2 above.

No evidence or information may be introduced or relied upon in the appeal that has not been presented to the Contract Administrator. The Procurement Manager will review the appeal, supporting documents, and the decision of the Contract Administrator and issue a written decision within 5 days of receipt if practical. The Procurement Manager may take any action or make any requests he or she deems necessary including extending the time to issue a decision in order to render a decision on the appeal.

The decision by the Procurement Manager or his/her designee shall be conclusive, final and not subject to further appeal to any entity or agency.

12.13 CLAIMS

Claims are handled in accordance with the following procedure:

- When the Change Manager has actual knowledge or reason to believe that a Subcontractor's claim is forthcoming, he or she will gather the facts relating to the potential claim and document them in a Phoenix Pending Item Notification (PPIN) form as soon as possible after the event in question.
- On receipt of a formal Subcontractor claim, the Change Manager will assign a claim number, log the claim, set up a claims checklist, and open an official claim file. A summary of the procedure for opening the claim file is:
 - Acknowledge receipt of the claim in writing, within 24 hours of receipt.
 - Analyze and evaluate the claim by verifying the contract provisions referenced by the claim are applicable.
 - Gather, organize, and summarize results of the analysis.

Upon completion of the above, the Change Manager will present a claim evaluation summary to the Project Manager and Project Director for review.

DeCamp, William

From: Reiter, Allen G. [Reiter.Allen@arentfox.com]
Sent: Wednesday, April 15, 2009 5:32 PM
To: DeCamp, William
Cc: Frankel, James E.
Subject: W&W's appeal
Attachments: Appeal 4-15-09.pdf

Dear Mr. DeCamp,

I have attached a copy of W&W's appeal from the denial of its bid protest. The original is being sent by certified mail, as required by the RFP.

Allen G. Reiter
Arent Fox LLP
1675 Broadway
New York, New York 10019
tel: (212) 484-3915
fax: (212) 484-3990
reiter.allen@arentfox.com

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Arent Fox

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reiter.allen@arentfox.com

April 15, 2009

VIA EMAIL AND CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Phoenix Constructors, JV
Procurement Manager
115 Broadway, 18th floor
New York, New York 10006

Re: Phoenix Constructors, JV Letter No. W0TC-09300-WP20PRECON-00005
WTC Transportation Hub - Work Package No. 20 (Contract WTC-284.458)
RFP/Contract No. W0TC-GC1-2-KN0186-020

Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate and
Erect Structure Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast
Concrete Work (the "Project")

Gentlemen:

On behalf of W&W Steel, LLC ("W&W"), we submit this appeal from the denial of its bid protest ("the Bid Protest") in connection with the Project (the "Denial").

THE INADEQUATE INVESTIGATION OF THE
BID PROTEST MANDATES ITS REVERSAL

The Bid Protest demonstrated that the winning bidder for the Project, DCM Erectors, Inc. ("DCM"), had an unfair competitive advantage in the bidding process. W&W's sole source of information about this unfair competitive advantage was a series of telephone conversations between the Manager of its Eastern Regional Office, Charles Dougherty, and Alejandro Otero, one of the principals of Horta Coslada S.L. ("Horta"), a steel fabricator headquartered in Spain. These conversations were revealing both because the details that Mr. Otero related to Mr. Dougherty underscored the credibility of his account and because Mr. Otero's conversations with

Mr. Dougherty also established that Mr. Otero had a substantial motive not to disclose to anyone investigating the Bid Protest what he had said to Mr. Dougherty.

As support for this appeal from the Denial, we have enclosed Mr. Dougherty's Declaration, dated April 15, 2009 (the "Dougherty Declaration") as Exhibit A.* We have not submitted this Declaration for the purpose of introducing new evidence or information that was not presented or available to the Contract Administrator. Indeed, this information was fully available to Phoenix's Contract Administrator and the Office of the Inspector General of the Port Authority of New York and New Jersey (collectively, the "Investigators"). To obtain it, all they had to do was to contact Mr. Dougherty as part of their investigation – and to do so before ever interrogating Mr. Otero. We specifically invited Phoenix to contact Mr. Dougherty in a letter that we sent to Mr. DeCamp before Phoenix issued the Denial, a copy of which is also enclosed, as Exhibit B. Nonetheless, the Investigators ignored Mr. Dougherty, and by failing to speak to him - an obvious and necessary step - conducted an investigation that not only was incomplete and inadequate but one that had a completely predictable outcome.

Since no investigation could have been meaningful or complete without first interviewing Mr. Dougherty, Phoenix cannot now claim that the information contained in his Declaration should not be considered, especially as its purpose is limited to showing the inadequacies of the investigation. As a result of its conduct of this investigation, Phoenix failed to follow its own bid protest procedures, as its investigation was so flawed as to be no investigation at all.

As is demonstrated in the Dougherty Declaration, Mr. Otero possessed very specific and credible information about DCM's unfair competitive advantage, and also had a compelling reason not to be frank about the nature and extent of that knowledge when contacted in connection with the Bid Protest by the Investigators.

MR. OTERO'S STATEMENTS TO MR. DOUGHERTY WERE HIGHLY CREDIBLE

Mr. Otero's conversations with Mr. Dougherty were not only candid, but contained the kind of details that demonstrate the reliability of what he told Mr. Dougherty.

In their March 26 conversation, Mr. Otero made the spontaneous remark that he would have expected W&W to be the successful bidder because Horta's bid was lower than what he had previously quoted to Mr. Calatrava's architectural firm (the "Calatrava Firm"). His statement is precisely the kind of statement entitled to belief, as Mr. Otero had neither the opportunity nor the motive to fabricate it. His additional statement that the Calatrava Firm also consulted with Cornell Company, Inc. ("Cornell") and DCM is supported by his subsequent conversation with Mr. Dougherty on March 28.

* We enclose a scanned copy of Mr. Dougherty's Declaration. The original is being mailed under separate cover.

00 | In their March 28 conversation, Mr. Otero referred to the problems plaguing the Project, which were borne out by the articles in the *New York Times* that were included in the Bid Protest. His statement that he traveled to New York to meet with Phoenix in order to convince it that the Calatrava Firm's design of the Project could be constructed within its budget illustrates the Calatrava Firm's cavalier attitude towards the controlled nature of the bidding process designed by Phoenix for the Project. In turn, this supports the accuracy of Mr. Otero's statement that as the Calatrava Firm attempted to defend its design, it furnished confidential information to both Cornell and DCM in advance of the formal bidding process. His knowledge that DCM's bid was far lower than Cornell's is specific enough to be more than mere speculation.

MR. OTERO HAD A MOTIVE TO DENY ANY INFORMATION ABOUT DCM

Mr. Otero had many compelling reasons to deny the substance of his conversations with Mr. Dougherty to the Investigators.

- He expressed concern that disclosing his knowledge to the Investigators would jeopardize his relationship with Mr. Calatrava.
- ✓ • He had reason to be concerned that his involvement in and advance knowledge of the Project's details might well lead to Horta's disqualification from the Project, an involvement that he hoped to maintain through DCM.
- He had reason to be concerned that if he assisted W&W in its Bid Protest, DCM would not consider using Horta.
- Having signed a non-disclosure agreement with the Calatrava Firm, he did not want to face liability for its breach.
- ✓ • He was concerned by his inability to prove DCM's advance knowledge by documentary evidence.

THE APPEAL SHOULD BE GRANTED AND THE INVESTIGATION REOPENED

The investigation was wholly inadequate and was seemingly designed to fail.

Conducting interviews of Horta's principals without having ever spoken to Mr. Dougherty *guaranteed* that those principals would disavow any knowledge of DCM's unfair competitive advantage and that the Investigators would have no ability to challenge the version that they would hear. Moreover, had the Investigators spoken to Mr. Dougherty and learned the full details of his conversations with Mr. Otero, as are reflected in his sworn declaration, the Investigators would have had the opportunity – and the obligation – to pursue lines of inquiry

that they apparently never considered. This failure alone undermines the validity of the investigation. Instead, by conducting bare interviews of Horta, DCM and representatives of the Calatrava Firm, without seeking to verify their version of the events from documentary evidence from *any* of them, the Investigators granted license to each of them to deny what Mr. Otero had so freely disclosed to Mr. Dougherty.

Since W&W did not make any allegations of impropriety against Phoenix, interviewing Phoenix employees and reviewing Phoenix's "Document Control Logs" were unrelated to the Bid Protest.

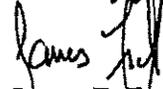
The only way to determine the merits of the Bid Protest was, in the first instance, to interview Mr. Dougherty about his conversations with Mr. Otero. From that interview, the Investigators would have learned: (i) the details of Mr. Otero's knowledge of DCM's unfair competitive advantage; (ii) that he knew details that made his account credible; and (iii) why he would not likely be forthcoming in an interview with them. Then, if faced with Mr. Otero's denials, the Investigators could have proceeded to review the electronic and other documents maintained by and exchanged between Horta, the Calatrava Firm and DCM, as well as being better able to query Mr. Otero about his knowledge. Having failed to undertake these minimal measures, the Investigators never delved below the surface denials of the participants, essentially insuring that Mr. Otero's original and truthful version of the events underlying the Bid Protest as related to Mr. Dougherty could never be verified.

As a result of these fundamental deficiencies, Phoenix failed to follow its own protest procedures, as conducting an investigation in this manner was the equivalent of conducting no investigation at all.

THE RELIEF REQUESTED

Based upon these fundamental deficiencies, which essentially eviscerated the investigation, W&W respectfully requests that the investigation be reopened, that Mr. Dougherty be interviewed, that the Investigators review the documents for the relevant time period maintained by Horta, the Calatrava Firm and DCM, and that the Investigators take whatever additional measures are needed to ensure that they conduct a full, fair and complete investigation into the Bid Protest.

Sincerely yours,


James E. Frankel

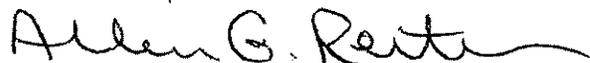

Allen G. Reiter

Exhibit A

DECLARATION OF CHARLES DOUGHERTY

CHARLES DOUGHERTY states as follows:

1. I am the manager of the Eastern Regional Office of W&W Steel, LLC ("W&W"), located at 5248 Township Line Road, Drexel Hill, Pennsylvania. I submit this Declaration in support of W&W's appeal of the rejection of our bid protest (the "Bid Protest") by Phoenix Constructors, JV ("Phoenix") with respect to the World Trade Center Transportation Hub, Work Package No. 20, RFP Contract No. W0TC-GC1-2-KN0186-020 (the "Project") contained in a letter dated April 10, 2009, signed by Darrell E. Waters (the "Decision").

2. I am not submitting this Declaration for the purpose of introducing new evidence with respect to the merits of W&W's Bid Protest. Rather, by placing before Phoenix the complete content of the conversations I had with Alejandro Otero, a principal of Horta Coslada S.L. ("Horta"), whose disclosures led W&W to file the Bid Protest, W&W is seeking to have the Decision overturned so that Phoenix will conduct a thorough and complete investigation of the facts that underlie the Bid Protest. As I explain below, the Decision is based on an inadequate and incomplete investigation.

3. After we filed our Bid Protest, I expected to be interviewed by Phoenix in connection with its investigation into our allegations. I was never interviewed. Instead, the Decision recounts that the Inspector General of the Port Authority of New York and New Jersey (the "OIG") interviewed "principals of . . . Horta" without first speaking to me, and that the OIG apparently never verified the information it received from Horta by reviewing any email or other communications that Horta may have had with others.

4. Had the OIG interviewed me about my conversations with Horta before it conducted its interviews of its principals, it would have learned vital information that would have

informed and shaped its investigation, so that it would not have been willing to accept mere denials without verification or further inquiry. I recount my conversations with Mr. Otero below.

5. On March 26, 2009, after learning that Phoenix had selected DCM Erectors, Inc. ("DCM") for the Project, I called Mr. Otero to let him know about DCM's selection, as W&W had planned to work with Horta had we been the successful bidder. Mr. Otero said that he had been confident that W&W would have been the successful bidder for the Project, as his current price quote had been less than the amount that he had previously quoted to the architectural firm that designed the Project (the "Calatrava Firm") before the Project was opened to bidding. When I expressed shock that the Calatrava Firm had sought pricing information from vendors in advance of the formal bidding process, Mr. Otero told me that the Calatrava Firm had also sought prices from other steel fabricators and from two steel erectors, DCM and Cornell Company, Inc. ("Cornell"). I asked Mr. Otero to relate what he had told me in an email, but he said that he did not know if he could do so. He explained that he planned to contact DCM to see if Horta could obtain part of the steel fabrication work on the Project from DCM.

6. I contacted Mr. Otero two days later, on March 28, to learn more details about DCM's involvement in the Project before it was open to bidding. As is reflected in the newspaper articles appended to the Bid Protest, Mr. Otero told me that in the summer and fall of 2008 the Project itself was in doubt due to concerns about its cost and constructability. In order to allay those concerns, the Calatrava Firm invited him to New York to make a presentation to Phoenix about Horta's fabrication costs for the steel that would be used for the Project.

7. At that meeting, a Phoenix representative properly informed Mr. Otero and the Calatrava Firm representative that he could not discuss the Project's costs or constructability

09 | with them. Immediately after the meeting, at lunch, the Calatrava Firm representative told Mr. Otero that they had received pricing from DCM and Cornell, and that Cornell's price was much higher than the price quoted to them by DCM. Mr. Otero also told me that the design of the Project had been changed before the bidding process as a result of Phoenix's concerns, so that the PATH Hall would include columns, despite having originally been designed without them. Mr. Otero also told me that the Calatrava Firm had used the price that it received from Horta to convince Phoenix that the Project could be constructed within the required budget.

8. At the conclusion of our conversation, I again asked Mr. Otero to document what he had told me, but he declined, stating that he had signed a non-disclosure agreement with the Calatrava Firm before being asked to quote prices for the Project and that he would be jeopardizing his relationship with them if he did so.

9. I spoke to Mr. Otero again on April 7. He told me that Phoenix had sent him an email informing him about the Bid Protest and that he would be speaking to the OIG the next day. He also asked me if W&W was the prime bidder that had submitted the protest, and, if so, had we identified Horta as the source of our information about DCM's advance knowledge of the Project. He became upset when I told him that we had filed the Bid Protest and had referred to him. I asked Mr. Otero to tell the OIG exactly what he had told me. In response, he told that he would deny any knowledge of DCM's advance knowledge of the details of the Project because he did not have documentary evidence of its involvement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 15, 2009


CHARLES DOUGHERTY

Exhibit B

Reiter, Allen G.

From: Reiter, Allen G.
Sent: Friday, April 10, 2009 1:50 PM
To: 'DeCamp, William'
Cc: Frankel, James E.
Subject: W&W Bid Protest

Attachments: DeCamp letter 4-10-09.pdf

Dear Mr. DeCamp,

I have attached a letter in response to the letter you received from Christopher Fusco, counsel for DCM Erectors, Inc.

Allen G. Reiter
Arent Fox LLP
1675 Broadway
New York, New York 10019
tel: (212) 484-3915
fax: (212) 484-3990
reiter.allen@arentfox.com



DeCamp letter
4-10-09.pdf (55 ...)

Arent Fox

Allen G. Reiter

212.484.3915
reiter.allen@arentfox.com

James E. Frankel

212.457.5409
frankel.james@arentfox.com
212.484.3990 FAX

Reference Number

031421.00001

April 10, 2009

VIA E-MAIL

William T. DeCamp, III
Phoenix Constructors, JV
115 Broadway, 18th floor
New York, New York 10006

Re: WTC Transportation Hub - Work Package No. 20 (Contract WTC-284.458)
RFP/Contract No. WOTC-GC1-2-KN0186-020 (the "RFP")

Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate and Erect Structure Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work (the "Project")

Dear Mr. DeCamp:

We write in response to the letter addressed to you, dated April 7, 2009, from Christopher G. Fusco of Callahan & Fusco LLC on behalf of DCM Erectors, Inc. ("DCM"). Mr. Fusco's letter urges that the bid protest that we have filed on behalf of W&W Steel, LLC ("W&W") be "summarily rejected," presumably without any consideration or investigation.

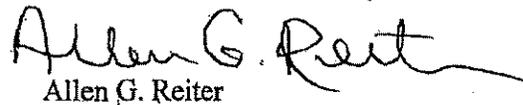
Mr. Fusco's attempt to derail your investigation should be rejected out of hand. The serious questions that W&W has raised about DCM's unfair competitive advantage can be addressed only by a thorough examination of the underlying facts. Mere denials of impropriety cannot be credited. As you know, an investigation must include, for example, scrutiny of e-mail traffic and correspondence during the relevant time period, coupled with testimony under oath.

Arent Fox

William T. DeCamp III
April 10, 2009
Page 2

W&W understands the need for both thoroughness and speed in connection with the investigation and wants to assist you in any way that it can. Please ask the Inspector General to contact Jamie or me in order to set up an interview of our client.

Sincerely yours,


Allen G. Reiter

430162.1



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel.
212.566.2350 Fax

Darrell E. Waters
Project Director

April 21, 2009

Arent Fox
Attn: Mr. Allen G. Reiter, Esq., Partner
1675 Broadway
New York, NY 10019-5820

Phoenix Constructors, JV Letter No.: W0TC-09300-WP20PRECON-00006

Reference Letter: W0TC-09300-WP20PRECON-00005

Subject: World Trade Center Transportation Hub – Work Package No. 20 – Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work (“The Project”) - W0TC-GC1-2-KN0186-020 -- Response to the Appeal Submitted on Behalf of W&W Steel, LLC regarding Phoenix’ Response to the Initial Award Protest Submitted on Behalf of W&W Steel, LLC

Dear Mr. Reiter:

Phoenix Constructors JV (“Phoenix”) is in receipt of the Award Protest Appeal Letter dated April 15, 2009 (“Appeal”) that was submitted on behalf of your client, W&W Steel, LLC (“W&W”), which resulted from the denial (“Denial”) of its bid protest (“Bid Protest”) relating to the above referenced procurement.

Upon review of the Appeal, Phoenix, The Port Authority of New York and New Jersey (“Port Authority”), and the Office of the Inspector General (“OIG”) noted that some new information had been supplied by W&W that was not contained in their Bid Protest. In accordance with the request in the Appeal, Phoenix, the Port Authority, and the OIG reopened the investigation into the matter, and the OIG conducted additional interviews on behalf of Phoenix and the Port Authority.

On behalf of Phoenix and the Port Authority, the OIG has completed its additional inquiry into this matter and have found no merit to the Bid Protest or the Appeal. After careful consideration and investigation into the assertions made in W&W’s Bid Protest and Appeal, we have found no basis in fact for W&W’s allegations; therefore, we reject W&W’s Bid Protest and subsequent Appeal in their entirety.

Very truly yours,
PHOENIX CONSTRUCTORS, JV

A handwritten signature in dark ink, appearing to read "Darrell E. Waters", is written over the printed name and title.

Darrell E. Waters
Project Director

DEW:sk:jq:ws

cc: Port Authority: S. Plate, L. Foster
OIG: S. Pasichow
W&W Steel: R. Cooper, C. Dougherty

DeVito, Ronald

From: Pagliettini, Mark
Sent: Thursday, April 23, 2009 7:33 PM
To: Leone, Saverio; DeVito, Ronald; Foley, Bill; Gallo, Frank; 'ross.edwards@wtcddp.com'; 'admin.newyork@calatrava.com'
Cc: Alleyne, Jacqueline
Subject: FW: Response to W&W Appeal

For your information- response to the appeal of the steel bid protest findings.

From: Foster, Lucy
Sent: Thursday, April 23, 2009 2:27 PM
To: Cupelli, Redino; Pagliettini, Mark
Subject: FW: Response to W&W Appeal

From: Walter.Saukin@phoenixconstructors.com [mailto:Walter.Saukin@phoenixconstructors.com]
Sent: Tuesday, April 21, 2009 6:07 PM
To: reiter.allen@arentfox.com
Cc: Foster, Lucy; Plate, Steven; Darrell.Waters@PhoenixConstructors.com; Gary.W.Winsper@phoenixconstructors.com; Pasichow, Steven
Subject: Response to W&W Appeal

Allen,

Attached is Phoenix' final response to the Appeal and Bid Protest submitted on behalf of W&W. Hard copy to follow.

Regards,
Walter Saukin

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 RESISTANT COATING, METAL DECK & PRECAST CONCRETE WORK
 EXHIBIT 1 – STATEMENT OF WORK

EXHIBIT I

STATEMENT OF WORK

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Approvals	Print Name	Signature
Project Manager	Brain Reilly	
Procurement Manager	William T. DeCamp III	



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of New York and New Jersey (PANYNJ). The Subcontractor is to appoint an Officer of Phoenix to administer and monitor the security of all Confidential and Privileged documents. This officer is subject to approval by the Owner, and may be required to participate in training relating to document security. All security plans remain the Sole Property of PANYNJ and are subject to Audit and Return on Demand by PANYNJ. The Subcontractor is further advised the World Trade Center Construction Site is subject to rigorous Security Control. All trucks are subject to inspection, all employees are issued site security badges with daily check-in scanning.

WTC ID or VEHICLE PASS – "The Port Authority of NY & NJ World Trade Center Site Rules and Regulations" (Rules and Regulations) (as shown in Exhibit 19B), as provided in this Request for Proposal, is hereby incorporated by reference in its totality. As required by Part B, Section 3(a), All Subcontractors performing work on site are required to obtain valid WTC Site ID. The Subcontractor is advised that all employees accessing the World Trade Center Construction Site will be required to apply for an access card issued by The Port Authority, which involves submitting to a background check and attending a mandatory Port Authority provided one-~~(1)~~ two (2) hour safety class. Please note that this process must be started immediately upon execution of this agreement, as there is a lead time on scheduling the classes and processing the paperwork. (Addendum #014, Item C)

Subcontractors and their respective employees, subcontractors, and suppliers must comply with all security requirements set forth in this Subcontract including Exhibit 19C "WTC PATH Identification Guidelines For Subcontractors;" and all additional security requirements imposed by The Port Authority of New York and New Jersey, Phoenix Constructors, or any additional party that Phoenix Constructors in their sole determination believes shall have the ability to request such requirements. The Subcontractor shall be solely responsible for all costs and/or expenses associated with the security, enrollment and identification procedures and requirements set forth within this Subcontract including but not limited to the actual Secure Worker Access Consortium (SWAC) enrollment cost of \$250.00 per individual and all associated costs associated with such enrollment.

As described in Part B, Section 3(c) of the "The Port Authority of NY & NJ World Trade Center Site Rules and Regulations," "All WTC Site IDs and Vehicle Passes are the property of The Port Authority of New York and



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Subcontractor is advised that the project will be constructed in and around an active railroad and an electrical substation.

- 2.4 The Subcontractor acknowledges having visited the job site to thoroughly familiarize himself with the **Work Areas** and all existing conditions. The Subcontractor shall field measure and survey all existing conditions as required.
- 2.5 Sufficient manpower shall be provided at all times to maintain progress of the Work. A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the job.
- 2.6 The Subcontractor represents that he is familiar with and has expertise in the performance of the Work. Further, the Subcontractor is cognizant of, and agrees to, the project requirements for premium quality consistent with a first class building in accordance with the best practices of the trade.
- 2.7 The Subcontractor has examined the Drawings, Specifications, and Exhibits listed in Sections 4.3, 4.4 & 4.5 and shall identify all options and cost savings available to Phoenix Constructors JV and the Owner while providing the highest quality of work. Modifications made to conform to all applicable Codes and good practice will be included at no additional costs. All other drawings for the project are available for review and reference at Phoenix Constructors JV's office. The Subcontractor will review these drawings for examination of the work of others and investigation of the Subcontractor's Work which may also be shown on other drawings not included under Sections 4.3, 4.4 and 4.5. The Subcontractor will also review detail sheets in other packages (WP #9 and WP#21) that require coordination with the work included in this contract. The current drawings for WP #9 and WP #21 are available for review at the Phoenix Constructors JV office. A copy of these drawings will be provided to the successful bidder upon contract award.
- 2.8 Immediately upon award of the Contract, the Subcontractor will prepare complete shop drawings and present required submittals for approval as required by the Engineer/Architect. The Subcontractor shall submit samples of all materials for approval, as described in the Specifications. The materials used on the project shall match the approved samples in all situations, and shall be in strict accordance with the approved range in order to assure uniformity of appearance and design intent.



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with the job progress. The Subcontractor will submit an overall fabrication and installation schedule prior to award of the Contract, and this schedule shall be subject to start-stop and rework based on the work by Phoenix Constructors JV. In addition, the Subcontractor shall submit a detailed payment breakdown for approval.

- 2.15 The Subcontractor understands and agrees that time is of the essence, and that overtime and multi-shift work will be required to maintain pace with the Construction Schedule. The Subcontractor shall adhere to the work restrictions and working hours as depicted in Exhibit 96 - Attachment "D" Revision # 0 – October 17, 2008 "Hours of Work", particularly in relation to scheduling closures / shut-downs / or General Orders (GO) for the PATH or NYCT stations or tracks. Any overtime / shift work will be performed at no additional cost to Phoenix Constructors JV or to the Authority.
- 2.16 The Subcontractor is responsible for its own welding hookups.
- 2.17 Where initial protection of openings via safety planking is by others, and the Subcontractor removes such protection in order to perform the Work, the Subcontractor will provide whatever safety planking and/or other temporary protection necessary to protect all openings while working in the area in accordance with the regulations of all governmental agencies having jurisdiction, and shall replace the initial safety planking when the Work is completed in said area.
- 2.18 The furnishing of temporary protection around the work area as per OSHA requirements is to be by the Subcontractor. Should the Subcontractor remove same for the installation of the Work, the Subcontractor shall provide manpower to guard opening until temporary protection is reinstalled by the Subcontractor.
- 2.19 The Subcontractor will be fully responsible for all engineering, surveying, and layout of his Work. Axe Point and layout marks will be provided by Phoenix Constructors JV.
- 2.20 The Subcontractor will be responsible for rigging and hoisting all of his equipment and material.
- 2.21 The Subcontractor shall furnish labor, materials, design, engineering and equipment to erect, dismantle and transport any cradles, temporary support systems, working platforms, and scaffolds required to perform and complete his work, except as noted in Section 3.10. The Subcontractor



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- 2.27 All Work shall be in accordance with the requirements of the Engineer / Architect, the New York City Building Code, the Owner's inspecting agencies, and any other governmental agencies having jurisdiction.
- 2.28 ~~The Subcontractor is aware that Phoenix Constructors JV expects the fabrication and installation of all Work to be in perfect condition; no allowances will be made for substandard work.~~ The Subcontractor is aware of that PCJV expects the fabrication and installation of all work to be in accordance with the contract documents; no allowance will be made for substandard work. Punch lists issued by the Engineer/Architect must be completed prior to final payment. If, during the performance of punch-list work, the Subcontractor damages other and/or adjacent work, the Subcontractor shall be solely liable for the costs of repairing the damaged work. (Addendum #014, Question 19)
- 2.29 Prior to installation of the Subcontractor's work, the Subcontractor shall inspect all surfaces to which the work shall be installed upon or fastened to, in order to verify that these sub-surfaces have been prepared properly, or are in an acceptable condition to receive the work. Should any deficiencies be found, the Subcontractor shall notify Phoenix Constructors JV immediately in writing. Installation of the Work shall signify acceptance of the underlying materials.
- 2.30 The Subcontractor is aware that Phoenix Constructors JV will provide an on-site Safety Manager. The Subcontractor shall provide his own full time on site Safety Manager / Representative. The Subcontractor and its Site Safety Manager / Representative will cooperate and comply with Phoenix Constructors JV's Safety Manager in addition to complying with the rules and regulations of the Department of Transportation, Department of Highways, and the Port Authority of New York and New Jersey, PATH and NYCT. Subcontractor is aware that his employees will require PATH and NYCT track training as there will be work in and around track areas. (Addendum #014, Question 59)
- 2.31 The Subcontractor is required by OSHA regulations to institute a hazard communication program. Under said program, the Subcontractor must inform both Phoenix Constructors JV and all other contractors on the site of any hazardous chemicals used by the Subcontractor's employees on the project. The Subcontractor shall provide Phoenix Constructors JV and all other contractors with copies of a Material Safety Data Sheet (MSDS) warn other contractors in the Subcontractor's work area of the existence of any hazardous chemicals, insure that any



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of work and upon contract execution and/or Notice to Proceed, the Subcontractor shall prepare and submit to Phoenix Constructors JV all documents/submittals required by the Prior to Execution Package which includes but is not limited to the following documents:

- Insurance Compliance & Certificates
- Bonding Compliance & Certificates
- Submittal, Fabrication and Installation Schedules & Logs
- Price Payment Breakdown

2.37 The Subcontractor shall at its own expense, prepare, maintain and update progress schedules for approval per Exhibit 97 – Specifications Division 1, Chapter 1, General Provisions, Progress Schedule. The Subcontractor shall also provide the necessary input and information for Phoenix Constructors JV master schedule.

2.38 The Subcontractor shall abide by all requirements of the State of New York, City of New York and the Port Authority of New York and New Jersey for Work in or adjacent to areas of the project. The Subcontractor shall make every effort to minimize the impact of all construction activity to pedestrians.

2.39 All professional engineering and design costs, performance of site surveys, investigate analysis, etc., which may be required for the preparation and submission of the Subcontractor's shop drawings, details, calculations, procedures, including erection for temporary work / shoring and performance of coordination are included in the scope of the Work.

2.40 While working on site, Subcontractor's Superintendents and Foremen will have radios keyed into Phoenix Constructors JV frequency. Radios are to remain on at all times when Subcontractor's manpower is on site.

2.41 Logistics and Utilization of Cranes on the Jobsite

The following assumption and criteria are to be taken into consideration during planning and preparing this RFP:

The Subcontractor shall submit a Means and Methods Statement with their proposal. The Means and Methods Statement shall include:



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Preference and the Use of US Cargo Vessels stipulates that Phoenix and its subcontractors agree to utilize privately owned United States-flag commercial vessels for up to at least fifty percent (50%) of the gross tonnage...involved...to the extent such vessels are available at fair and reasonable rates..." (Addendum #003, Question 5)

3.0 DESCRIPTION OF WORK – SPECIFIC

Work Package # 20 consists of three distinct Work Areas, identified as:

- A. Work Area 1 – PATH Station**
- B. Work Area 2 – 1-Line Subway Box (Greenwich Street Corridor)**
- C. Work Area 3 – Transit Hall**

3.1 For the convenience of the Subcontractor for preparing the bid proposal, the following general identification regarding the different types of steel – "Special Shape Exposed Steel", "Standard Profile Steel and Built up Sections", and "1-Line Steel" – relating to Work Areas 1, 2, and 3 is made. This identification is only for general information to aid the Subcontractor's initial understanding of the scope of work and may not encompass the complete scope of work. The Subcontractor is fully responsible for their own take off and identification of the steel types and components as per the contract documents.

3.1.1 Special Shape Exposed Steel: The Special Shape Exposed Steel is shown in the contract drawings and documents and mainly consists of the following elements:

- A) Work Area 1 – PATH Station:** Trusses, Ribs, Arches, Center spine, Platform Longitudinal Girders, Platform Columns, Mezzanine Floor Steel, Columns above Mezzanine Level to Roof Framing, Bent Plates and Bottom Plates for Slab at Elevation 307'.
- B) Work Area 2 – 1-Line Subway Box (Greenwich Street Corridor):** Mezzanine Arches (Ribs) below the 1-Line Subway Box.
- C) Work Area 3 – Transit Hall:** East Elevators; East Stairs, Landings and MTA access; West Stairs, Landings and MTA access, East end arch, West end arch, Columns.

3.1.2 Standard Profile Steel and Built up Sections:



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The scopes of work associated with Work Areas 1, 2, and 3 are further described herein:

3.2.1 Work Area 1 – PATH Station

All work as per this Exhibit 1 – Statement of Work for Work Area 1 – PATH Station West Bath tub. The general boundaries of Work Area 1 are marked on PCJV Sketches SK-1, SK-2, and SK-3 dated November 6, 2008. At the different elevations, the boundary of Work Area 1 zigzags and straddles adjacent Work Packages (WP #9 and WP #21) where work is being performed by other contractors. Work performed in other Work Packages is shown as "N.I.T.P." ("Not In This Package") on the contract drawings. The scope of work for Work Area 1 is roughly delineated by and inclusive of all work shown on the contract drawings that is west of the expansion joint at grid line D13. Fabrication and erection of the PATH Hall East Box Girder between grid lines D13 and D19 is included in Work Area 1. The super columns on grid lines D1 and D13 are NOT included in Work Area 1 and are to be fabricated and installed by the Subcontractor for Work Area 2, as shown on PCJV Sketches SK-1, SK-2, and SK-3 dated November 6, 2008. Subcontractor shall pay special attention to the required construction phasing and sequence of construction.

NOTE: The Subcontractor is made aware that the foundations for the Super columns will not be in place until a later date. The construction and erection of the PATH Hall East Girder, the Transit Hall West End Arch at gridline WX, the 1 Line Subway Box west arch truss at grid D13, and the 1 Line Subway Box east arch truss at gridline D1 are to be constructed on temporary support system designed by the Subcontractor, in order for Work Area 1 Path Station and Work Area 3 Transit Hall construction to proceed without the benefit of having permanent foundations in place. Once the permanent foundations are in place, the scope of this Subcontractor includes transferring loads to the permanent foundation structure.

The Subcontractor shall plan all temporary supports / shoring so as to minimize disruption to the operational areas of the PATH Station, including the platforms, tracks, and mezzanine and to complete all work in accordance with the dates shown in "Time for Completion" in Exhibit 1 – Statement of Work, Section 9.2. Refer to the Construction Phasing Drawings for the minimum requirements for PATH Station operational areas that must be maintained throughout construction.



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3.2.2 Work Area 2 – 1 Line Subway Box (Greenwich Street Corridor)

All work as per this Exhibit 1 – Statement of Work for Work Area 2 – 1 Line Subway Box (Greenwich Street Corridor). The general boundaries of Work Area 2 are marked on PCJV Sketches SK-1, SK-2, and SK-3 dated November 6, 2008. At the different elevations, the boundary of Work Area 2 zigzags and straddles adjacent Work Packages where work is being performed by other contractors. Work performed in other Work Packages is shown as "N.I.T.P." ("Not In This Package") on the contract drawings. The scope of work for Work Area 2 is roughly delineated by and inclusive of all work shown on the contract drawings that is east of the expansion joint at grid line D13 and west of the expansion joint at grid line D1. The Line 1 West Arch Truss at grid line D13 and the Line 1 East Arch Truss at grid line D1 are included in Work Area 2. The supply and installation of the super columns with bearing assemblies on grid lines D1 and D13 is included in Work Area 2, as shown on PCJV Sketches SK-1, SK-2, and SK-3 dated November 6, 2008. The reinforced concrete footings for all super columns will be constructed by Phoenix Constructors JV. The PATH Hall East Box Girder between grid lines D13 and D19 and the Transit Hall West End Arch at grid line WX are NOT included in Work Area 2. Subcontractor shall pay special attention to the required construction phasing and sequence of construction.

The scope of work includes the steel column jackets shown on the contract drawings within the boundaries of Work Area 2.

NOTE: The Subcontractor is made aware that the foundations for the Super columns will not be in place until a later date. The construction and erection of the PATH Hall East Girder, the Transit Hall West End Arch at gridline WX, the 1 Line Subway Box west arch truss at grid D13, and the 1 Line Subway Box east arch truss at gridline D1 are to be constructed on temporary support system designed by the Subcontractor, in order for Work Area 1 Path Station and Work Area 3 Transit Hall construction to proceed without the benefit of having permanent foundations in place. Once the permanent foundations are in place, the scope of this Subcontractor includes transferring loads to the permanent foundation structure.

The Subcontractor shall plan all temporary supports / shoring so as to minimize disruption to the operational areas of the PATH Station, including the platforms, tracks, and mezzanine and to complete all work in accordance with the dates shown in "Time for Completion" in



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The Work shall include each and every item of expense required to furnish, fabricate, and install all structural steel sections and members including, but not limited to, beams, built-up beams, columns, built-up columns including welded studs and couplers, built-up composite section, arches, backspan arches, ribs- arches, center spine, box girders, plate girders, trusses, composite trusses, struts, angles, channels, gusset plates, plates, stiffeners, splices, support angles, hangers, connections, bolts, shop welding, billet plates, bearing plates, bearing assemblies, built up fascia, field welding, bolting, moment connections, fracture critical members, anchor bolts and embed plates, anchors, expansion bolts, metal deck, pour stops , edgings including reinforcing and framing for the openings in the metal deck, sheer studs, void forms, lenton weldable mechanical couplers, steel channels with welded couplers, spall plates with studs, steel jackets for reinforced concrete and steel column, temporary support and bracing steel, cranes, rigging, lifting and hoisting devices, jacking, temporary construction work platforms, cradles, scaffolding, engineering, quality control and all other members and elements associated with the steel erection method and sequence used by the Subcontractor to complete the Work.

The Work shall include all steel column jackets as shown on drawings.

The Work also shall include furnishing and installing of the precast concrete elements: floor planks, duct units, wall panels and stairs.

The Work shall include all surface preparation and coating of the steel as per the contract documents, including primer paint and Intumescent Fire Resistant Coating.

The Work shall include all engineering, shop drawings, labor and material required for the supply, fabrication, delivery, and erection of the columns, beams, arches, trusses, built up sections, and plate girders, fabricated from flat steel and curved plates, shaped and welded to acute angles and radiuses. The arches, consists mainly of built up heavy steel plate welded sections with flat and curved plates, forming the exposed exterior of the sections. The work includes full penetration welds, ground smooth, surfaces prepared to SSPC-SP10 (Near White Blast cleaning, unless noted otherwise on the drawings) and coated with primer paint compatible with the specified Intumescent fire resistant coating system and subsequently coated with the Intumescent fire resistant coating as specified in the contract documents. All fabricated steel is to be delivered and off loaded Freight on Board (F.O.B.) to the World Trade Center jobsite. All structural elements are to be checked and assembled to



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- 3.7 The scope of the work includes C10 Channels including Lenton weldable mechanical couplers and the threaded bars, shown on drawings.
- 3.8 The scope of the Work includes all shop-applied prime painting, with the exception of field connections areas that are to be masked out. The Work includes field painting the previously masked out areas after field connections are completed and field touch up of areas where shop-applied coatings were damaged.
- 3.9 The scope of the Work includes SSPC –SP10 surface preparation on all steel elements and primer paint according to the painting specification, unless otherwise noted on the contract documents.
- 3.10 **Intumescent Fire Resistant Coating:** The scope of the Work includes SSPC – SP10 surface preparation, primer paint according to painting specification and compatible with Intumescent Coating System, and UL approved two (2) hour fire rated assembly, unless otherwise noted in the contract documents. The Work includes any top coat required to warranty adherence of the Intumescent fire resistant coating and to meet UL 263 for exterior exposure. The final surface appearance to be in accordance with the approved sample. The scope of work also includes all field application of coating system at locations of field connections, field splices and repairs of areas damaged during shipping to the storage area and damage that occurs during erection.
- 3.11 The scope of the Work includes all costs associated with engineering, fabricating and testing of samples to obtain UL designs for fire rated assemblies for the intumescent fire resistant coating thicknesses, related to the shapes and assemblies associated with this project.
- 3.12 Intumescent coating to comply with the New York City Department of Buildings, OTCR Product Registration Matrix, as per Specification Section 07816.
- 3.13 All supports, cradles, containers, protection and other devices or equipment required for shipment / interim storage and steel erection are part of this scope of work.
- 3.14 The scope of work includes shipment of all fabricated members to the World Trade Center jobsite. The Subcontractor shall bear all costs associated with shipping the fabricated material to the jobsite, including but not limited to customs costs, dues, customs release bonds, agent fees, demurrage charges, loading and unloading charges at the receiving



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- 3.18 The Subcontractor shall provide all lifting points, pad eyes and all other necessary handling devices.
- 3.19 The scope of work includes Shop Standards, Shop Details, and Erection Drawings with specific information as described in the contract documents. All submittals and drawings shall be provided in the English language and Imperial units.
- 3.20 All shop drawings and submittals shall be planned and prepared in accordance with specification Division 1, Article 75.
- 3.21 Steel Mock-Ups

As per specification section 05120 Para 1.06 J., the Subcontractor shall prepare all steel mock-ups, as indicated in the contract documents, to demonstrate the proposed fabrication procedure and verify inspect-ability of each weld within the assembly.

3.22 Structural Steel "Type 1" Samples:

A. Finished Painted Samples: Two samples of 12" by 12" by ½ thick steel plates with full penetration groove weld full length plate. Weld shall be ground in accordance with specification Section 05120 Para 2.02 F.2 and plate shall be properly prepared to finish painted in accordance with requirements of specification section 05120.

B. Required Painted Samples: (to be prepared in the presence of the Engineer): Two samples of 12" by 12" by ½ inch thick steel plate with full penetration groove weld full length of plate. Plate shall be intentionally damaged with two gouges at least 2 inch long by ¼ inch in depth and repaired. Plate shall be straightened and welds shall be grinded smooth. Plate shall be properly prepared and finished painted in accordance with the requirements of specification Section 05120.

3.23 General Notes:

- A. Phoenix Constructors JV and the Owner will not be responsible for loss, breakage or damage to any facilities arising directly or indirectly out of or in conjunction with the work being or to be performed by the Subcontractor. The Subcontractor is responsible for all repairs.
- B. Phoenix Constructors JV Procurement personnel must approve all changes in writing before changes are executed by the



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work includes MEP penetrations, housing and seating as indicated on the drawings and contract documents.

- 3.28 Prior to contract award, the Subcontractor is to provide unit prices for lifting and placing equipment that has limited or no access after the steel framing is complete. This equipment would include items such as MEP, escalator, and elevator equipment. The Subcontractor shall hoist and place such equipment at the direction of Phoenix Constructors JV, based on the approved unit rates.
- 3.29 The Structural steel Subcontractor shall furnish and deliver all embedded items as required for structural steel installation. This includes angles, anchor bolt assemblies, plates, bearing plates, channels, etc. that are required to be cast in with concrete pours. These items shall be delivered early, during concrete work by others and out of sequence with the balance of the project. If precast or a structural steel member attach to an embed plate in cast-in-place concrete, then supply of the embed plate is part of the scope of work. If work of another discipline attaches to the embed plate, the supply of the embed plate is not part of the scope of work. The labor to set the embed plate in the cast-in-place concrete will be provided by PCJV carpenters. The supply and installation of any embed plates that are required to be cast into the precast members are part of this scope of work. If precast or a structural steel member attach to anchor bolts that are set in cast-in-place concrete, then the supply of the anchor bolts is part of the scope of work. If work of another discipline attaches to the anchor bolts, the supply of the anchor bolts is not part of the scope of work. The labor to set the anchor bolts in the cast-in-place concrete will be provided by PCJV carpenters. The supply and installation of any anchor bolts that are required to be cast into the precast members are part of this scope of work. (Addendum #011, Questions 33 & 34)
- 3.30 The Subcontractor shall furnish and install all support angles or plates required for structural steel framing that are mechanically fastened to the concrete. Reference drawing details for this type of typical conditions.
- 3.31 The Work includes all elevator shaft, escalator and hoist-way related structural steel members. This shall include all elevator support beams that are shown in the contract documents.
- 3.32 The Work shall be furnished and installed in accordance with the contract Drawings and Specifications and subsequent approved drawings



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- 3.39 Mill Order: The Subcontractor shall be prepared to place the steel mill order(s) with the fabrication plant within twenty (20) working days after receipt of the notice of award or subcontract based upon development of a connection engineering model (Tekla / X- Model).
- 3.40 The below listed temporary structures will be designed/engineered and installed by Phoenix Constructors JV:

- A. PATH Hall Temporary Roof and associated underpinning of existing structures
- B. PATH Hall Crane Platform
- C. Transit Hall SE Crane Perch
- D. Transit Hall East Side Grade Level Access Platform
- E. Transit Hall Crane Platform at El. 274'
- F. Substructure Support for East & West Tied Arches and East Side of East Box Girder.

The scope of work includes removal of the structural steel portions of the PATH Hall Crane Platform, and the Transit Hall SE Crane Perch, and the Transit Hall Grade Level Access Platform. All salvage material becomes the property of the subcontractor and credit value of that material is included in the Subcontract agreement. (Addendum #021, Item 8). The removal of the PATH Hall Crane Platform and the Transit Hall SE Crane Perch shall be scheduled as required to suit the Subcontractor's erection of the permanent steel structure and in coordination with Phoenix Constructors JV.

All other temporary structures required for the Subcontractor to perform the scope of work are to be designed, engineered, fabricated, installed, and removed by the Subcontractor. The scope of work includes designing, engineering, procuring, fabricating and installing all temporary support systems and shielding required for the erection and installation of the permanent steel structure, precast concrete members and roof structure, as well as removing and disposing of the same after completion of the work, except as noted above. All temporary support steel to have one coat of primer paint. All design and engineering of the temporary support systems are to be performed under the supervision of a New York State licensed Professional Engineer (PE) and all drawings and calculations of



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- 3.45 For guidance in preparing the Means and Methods Statement and bid proposal, the Subcontractor is advised to refer to the contract drawings, specifications, and documents for full description of the suggested construction phasing, constraints and temporary support systems. The Scope of Work includes the construction phasing, temporary protection and shielding described and depicted on the contract documents, except as noted in Section 3.40.
- 3.46 The Scope of work includes, shop drawings, engineering, supply and installation of Metal Deck and shear connectors, pour stops including reinforcing and framing for the openings in the metal deck. The scope of the work includes cutting and fitting of the metal deck to accommodate shop welded lenton coupler sockets and installation of the threaded lenton coupler rods as per contract documents.
- 3.47 The Scope of work includes shop and/or field applied Intumescent coating to all steel members including shop fabricated steel and field connections. Fabricated steel will have shop applied, SSPC-SP10 surface preparation, a primer coat according to the painting specifications that is compatible with the specified Intumescent Coating.
- 3.48 The proposed Intumescent coating material and application to be identical to representative assemblies tested for the fire performance characteristics, according to test method indicated by UL or other testing and inspecting agency acceptable to the Authority. The Subcontractor is responsible for the fire performance testing in order to secure UL ratings/design for all assemblies, as well as the Fire Performance Characteristics tested per ASTM E119, Surface Burning Characteristics tested per ASTM E84 and Rating per building code of New York City for building classification and construction groups, or other New York Department of Building approval acceptable to the Port Authority of New York and New Jersey for use in New York City, USA.

Fire Resistance Ratings shall be as indicated by reference to design designation in UL "Fire Resistance Directory" for fire-rated assemblies in which intumescent sprayed-on fireproofing serves as direct-applied protection, tested per ANSI/UL 263 (ASTM E119 and NFPA 251). For all members, assemblies, or structures for which a UL or equal design designation does not currently exist the Contractor shall develop and perform all testing required to establish such designation. As an alternate to testing, when structural elements used in the work are similar in shape but different in size than those listed in a UL Design, or design of other testing and inspecting agency acceptable to the Authority and NYC DOB,



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- 3.54 The Subcontractor shall grind smooth all lifting points, pad eyes and all other necessary handling devices, prepare surface and touch up primer and/or intumescent coating application per contract documents.
- 3.55 All welding, both in the shop and in the field shall be performed by welders, inclusive of all required fire watches, certified by AWS or other agency as acceptable to the Port Authority.
- 3.56 The Subcontractor shall provide for, and include all costs for, off-site storage of all fabricated materials, which are to be kept ready for delivery within 72 hours of notice from Phoenix Constructors JV, except as provided for in Section 3.57.
- 3.57 The work shall be performed without the reference to or benefit of the Phoenix Constructors JV "Marshalling Yard". All deliveries to site must be pre-planned, coordinated, and pre-approved by Phoenix Constructors JV in advance. (Addendum #020, Item 3) - ~~Marshalling Yard. It is the Subcontractors obligation to deliver all materials to the WTC Site. For the convenience of the Subcontractor, Phoenix Constructors JV will provide a Marshalling Yard (at no cost to the Subcontractor) within 25 miles of the WTC site for the Steel Subcontractor's use. The Marshalling Yard will be available as an interim storage facility for subcontractors to store their materials prior to final delivery to the WTC Site. The steel Subcontractor is not obligated to use this site, and may provide their own alternative storage facilities for the storage of their respective materials as a pricing alternative.~~

~~If the Subcontractor chooses to use the Marshalling Yard, the Subcontractor will be responsible for delivery of the material to the Marshalling Yard and subsequent delivery of the materials from the Marshalling Yard to the WTC site. The Subcontractor will also be responsible for providing all bonding, insurance and security as required, additionally it is the sole responsibility of the Subcontractor to provide all necessary labor and equipment to unload, store and re-load the material to the Subcontractors means of conveyance to the WTC jobsite, including all necessary dunnage and/or supports required to store and ship the materials. The Subcontractor shall provide access to any material stored at the Marshalling Yard for inspections by Phoenix Constructors JV and/or the Port Authority.~~

~~If the Subcontractor chooses to utilize the interim Marshalling Yard, all materials must be initially delivered by the Subcontractor adequately protected from the weather, safely secured against damage, and~~



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~~The Subcontractor is solely responsible for ensuring that all products are free of damage prior to final installation and incorporation into permanent construction on site and final acceptance by Phoenix Constructors JV and the Owner of the overall performance of the Subcontractor's Work. The delivery of the fabricated products to any of the holding areas/Marshalling Yards does not release the Subcontractor from the contractual obligations for any misfits, damage or defects discovered later at the job site. The Subcontractor acknowledges that although materials will be stored at locations other than locations owned by the Subcontractor, and potentially stored at the Marshalling Yard, the Subcontractor shall at all times, during transportation, storage and/or otherwise, maintain care, custody, and control of the materials. The Subcontractor assumes the risk of loss until the material is finally incorporated by the Subcontractor into their Work and their overall Scope of Work is approved and accepted by both Phoenix Constructors JV and the Owner. The Subcontractor also acknowledges that the warranty period for their Work and/or the material does not commence until the material is incorporated by the Subcontractor into their Work and the Subcontractor's overall Scope of Work is approved and accepted by both Phoenix Constructors JV and the Owner.~~

~~It is the Subcontractor's responsibility to coordinate with PCLST and to arrange for the initial delivery to the Marshaling Yard and all subsequent deliveries and transportation to the WTC Site. Due to the very limited number of job site access locations and routes within the WTC site, which must be shared by multiple General Contractors and Subcontractors, there will be instances when access locations and routes will be used by numerous Subcontractors and Phoenix's own onsite staff – particularly with respect to off-loading incoming trucks. Not every delivery will be possible on the Subcontractor's preferred time line due to the requirement to share access locations and routes. It is therefore extremely important to take this requirement into consideration when scheduling all work activities. (Addendum #020, item 3)~~

- 3.58 The Subcontractor shall unload all items fabricated under this scope of work and shall place these in a location at the project site designated by Phoenix Constructors JV. There is very limited space on site for storage of material prior to erection.
- 3.59 The Subcontractor shall field measure all conditions affecting his work prior to fabrication unless directed otherwise by Phoenix Constructors JV.



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and following delivery to site, all materials shall be properly stored and protected from weather at all times. The Subcontractor shall be responsible for the handling, storage, protection and security of all equipment and materials supplied under this contract (including if the material is temporarily placed in the interim Marshalling Yard, in accordance with Section 3.57) until work is complete and accepted by Phoenix Constructors JV and the Owner.

3.66 Subcontractor shall submit a lifting plan showing crane/equipment placement, as well as anticipated loads and crane/equipment capacity. The crane placement and lifting plan shall be signed and sealed by a New York State licensed PE and submitted for Phoenix Constructors JV and PANYNJ approval.

3.67 Organizational Interfaces

Work will be per the drawings and specifications.

3.68 The scope of the Work includes all other work not specifically described but required to perform the above said scope.

3.69 Work Not Included

- Any work specifically noted "NIC" or "NITP" on the contract drawings is excluded from this scope of work.
- Cast in place concrete is not included.
- Demolition of existing structure is not included.

3.70 Work shown as "Platform Level Precast Alternate" instead of cast-in-place concrete to be priced as an "Alternate" for Owner's approval and inclusion in this work package. Reference Drawings S-1311-1, S1312-1, S1313-1, S1314-1, S-1411-1, S1412-1, S1413-1, and S1414-1. (Addendum #014, Question 73)

3.71 Hours of Work and Platform / Track Outage

Refer PANYNJ Attachment "D" Revision # 0 – October 17, 2008

3.72 Site Conditions and Known Hazards Include, But Are Not Limited To:

- Dust (Eye Protection)



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3.74 Multiple Mobilizations / Demobilizations:

The Subcontractor shall plan and provide for multiple mobilizations / demobilizations as needed in accordance with the dates shown for "Time for Completion" of the individual work areas in this Exhibit 1 – Statement of Work 9.2. All costs associated with the necessary multiple mobilizations / demobilizations shall be included in the Offerors proposal.

3.75 Scope of Work Items Added / Clarified via Addenda:

- A. The load transfer of the PATH Hall Roof structure to its permanent supports is part of this scope of work. (Addendum #011, Question 4)
- B. All spall plates shown on the contract documents are to be furnished, installed, and welded as part of this scope of work. If strongbacks are shown on the contract drawings, then these are to be installed by this Subcontractor. If spall plates are to be set on top of shoring and formwork, Phoenix Constructors JV will provide and install the shoring and formwork. Field welding of the spall plates, as shown on the contract drawings, is also included. (Addendum #011, Questions 35 & 36, & Addendum #014, Questions 16 & 23)
- C. The requirements of Attachment "D" apply to Phoenix and all of its subcontractors. Outages, Closures, GOs, Shutdowns, and Work Trains shall be arranged and paid for by Phoenix. Offerors are to submit the required number of Outages, Closures, GOs, Shutdowns, and Work Trains to perform their work with their bid proposal. The cost for any additional Outages, Closures, GOs, Shutdowns, and Work Trains, beyond the number specified in the bid proposal, will be the Subcontractor's responsibility. Additionally, any schedule delays resulting from the Subcontractor's cancellation of any scheduled Outages, Closures, GOs, Shutdowns, and Work Trains or the Subcontractor's need for additional Outages, Closures, GOs, Shutdowns, and Work Trains shall be the Subcontractor's responsibility. Phoenix will schedule, and pay for the six-week shut down of the NYCT 1 Line that is specified in Attachment "D". Offerors are hereby advised that the six-week shut down of the NYCT 1 Line will be scheduled and paid for by Phoenix for the performance of Phoenix's own self-performed work and the work of all subcontractors. (Addendum #013, Question 4)



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- application of intumescent coating as required by the specifications. (Addendum #013, Question 60)
- O. Notes 11.4 through 11.9 on Notes Page S0002 are deleted (Addendum #013, Question 63)
 - P. Studs on floor beams shall be field welded. (Addendum #014, Question 5)
 - Q. The JV will provide stewards under the following crafts: Teamster Steward Local 282, Master Mechanic and Maintenance Engineer Local 15, and Operating Engineers Local 14. PCJV will provide Electricians Local 3 to service temporary lights and temporary power up to the centralized locations described in Section 6.1.D. of this Exhibit 1 – Statement of Work. The Subcontractor is responsible to provide a standby electrician as required for the temporary power that is distributed from these centralized locations to his equipment and for any other power required by the Subcontractor. (Addendum #014, Question 21)
 - R. The "Architectural Steel Cladding" shown on Drawings S7723 & S7729, Sections S-1, S-2, and S-3, is part of this scope of work. (Addendum #014, Question 25) It consists of ½" steel plate, ASTM A572, Grade 50. (Addendum #015, Question 105)
 - S. A709 Grade 100 or Grade 100W will be required where notes on the drawings indicate minimum 90 KSI requirements. Note 5.2 on Drawing S0002 will be corrected to match the 90 KSI requirement called for on the drawings. (Addendum #014, Question 27)
 - T. The ½" plates 2'-0" o.c. at elevation 293'-8" shown on Drawing S4514, Section S-2B are not required. The ½" plates at elevation 248' shown on Drawing S4313 are incorrect; refer to Drawings S1303 and S1306, Note 11 for ½' plate limits. (Addendum #014, Questions 29 and 32)
 - U. The interior of the east box girder (Drawings S7701 to S7718) requires intumescent coating. The interior surfaces of the box girder at the north west corner (Drawings S7723 & S7724) are required to receive intumescent coating. (Addendum #014, Question 30)



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- CC. The hoist beams shown on Drawing S8611 are included in this scope of work. (Addendum #014, Question 101)
- DD. All removal of existing columns, installation and removal of temporary shoring/support, load transfer and associated engineering shown on Drawing S1303 are included in this scope of work. (Addendum #014, Question 102)
- EE. All plates for Type C & C2 columns on Drawings S7745, S7747, and S7760, Sections SA & SB, are to be A709-GR70W-HPS. Ribs shown on Drawing S7760, Section E, do not require grade 70 steel. 70 ksi steel will be used between field splices. (Addendum #014, Question 107)
- FF. The section for the D17 column at gridline BS1 will be "mirrored" from Drawing S7850, Section A, for the D17 column at gridline AS1 (columns are the same size). (Addendum #014, Question 110)
- GG. Details on Drawings S7725-2 and S7725-3 supersede details on Drawing S7725. (Addendum #014, Question 111)
- HH. Items 3.2.1. and 3.2.2. of this Exhibit 1 – Statement of Work supersede Drawing S6690, Note 4. (Addendum #014, Question 113)
- II. On Drawing S7530, the N-11 #4 stirrups are spread at 4" transversely along the length of the "wing" of the precast section. The numbers in the Reinforcement Quantity Schedule tables on this same drawing refers to the number of stirrups in cross-section of each precast panel. Reference Drawing S7531, Sections A, B, C, and J. (Addendum #014, Question 115)
- JJ. On Drawing S1605, the W12 x 65 that is "plan north" of C-146 is from Elevation 274' to Elevation 284'. (Addendum #014, Question 122a)
- KK. Lines NK, N-1.9, and NJ are not within WP20 limits. The following changes to the column schedule on Drawing S8303 will be made: Columns N-12/NK and N-14/NK should be relabeled as N-12/NM and N-14/NM, Column N-15/NJ should be relabeled as N-15/NM, and Column N-14/N-1.9 should be deleted from the column schedule, or marked as N.I.T.P. (Addendum #014, Question 122c)



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TT. The column removal, jacking, and temporary support at gridline AS1.2 shown on Drawing S7670 are included in this scope of work. (Addendum #015, Question 15)

UU. Erection of the West Tied Arch, East Tied Arch, and the 1-Line Subway Box Roof Beams will require NYCT track outages. Depending on the Subcontractor's means and methods, subject to review and approval by NYCT, the Subway Box Floor Beams possibly may be erected without NYCT outages. Refer to Attachment 'F.1' and Attachment 'D' for crane usage and hours of work. (Addendum #015, Question 18)

VV. The precast walls and hollow cores for the bus and car parking levels and the central plant level are included in this scope of work. (Addendum #015, Question 23)

WW. On Drawing S7600, for column types B3 and C3, all 4" plates in columns and column arms are to be Grade A709 HPS-70W. For the remaining plates, the grade of steel shall be ASTM A709 Grade 50 for all steel identified as FCM, while for non-FCM steel can be ASTM A572, Grade 50. For other columns, column arms have FCM components that require ASTM A709 Grade 50 steel, otherwise ASTM A572 Grade 50 steel is acceptable. Note that ASTM A709 Grade 50 steel may be substituted for ASTM A572 Grade 50 steel. (Addendum #015, Question 27)

XX. Use 8" hollow core plank above the east west plenum as indicated on Drawing S1206, not the insulated precast that is shown in the associated sections. (Addendum #015, Question 32).

YY. The WTC site will be open for work on the "holidays" listed in Exhibit 19B that Local 40 does not have as holidays. Phoenix Constructors JV will provide General Conditions support on those days. (Addendum #015, Question 36)

ZZ. Plate thicknesses for the East End Arch are clarified as per below:

- S4636 Section S1 column upper plates thickness is 2½"
- S4636 Section SA diaphragms thickness are shown on S4635 Part Plan P1



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- III. Top exposed surfaces of the precast members in the PATH Hall at the platforms, stairs, etc. are to be smooth finish as defined in Specification Sections 03420, 03450, and 03451 for the building elements involved in each case. (Addendum #015, Question 67)
- JJJ. On Drawing S7725, access openings can be provided in the box girder bottom flange, interior diaphragm plates, and web plates to facilitate field welding of splices. All access openings are to be shown on shop drawings and are subject to review and approval by PCJV/PANYNJ. (Addendum #015, Questions 94, 95, and 96)
- KKK. Missing vertical dimensions on Sections on Drawings S4743, S4744, and S4745 are provided on Downtown Design Partnership sketches SK-001 through SK-004, dated February 11, 2009. (Addendum #015, Question 129)
- LLL. On Drawings S1903, S1904 S1905, and S1906 S-E/S4581 1/2" decorative bent plate under TS beam is applicable all along grid WR1 and WR-1 between -12 and 12. The finish for this plate is to be intumescent coating. Reference Downtown Design Partnership sketches SK-005 through SK-006, dated February 11, 2009 (Addendum #015, Question 132)
- MMM. The depth of the box beam along grids G and H from grid - 5 to 5 shown on Drawings S4721, Sections S-A & S-B/S4722 varies. The average depth is 2'-3 3/16". (Addendum #015, Question 133)
- NNN. The total depth of the girder at the escalator pits on Drawing S4736, Section SC & SD is given on Downtown Design Partnership sketches SK-007 through SK-008, dated February 10, 2009 (Addendum #015, Question 135)
- OOO. The thickness of the embedded plate shown on Drawings S6651, Sections SD, SE, and SF, is 3/4". The plate is continuous. (Addendum #015, Question 143)
- PPP. Any cut that involves heating of the material where it melts and forms a slag is considered thermally cut. Flame cut edges are considered thermally cut. Saw cut edges are not thermally cut. (Addendum #018, Question 1)



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presentations were for PCJV and PANYNJ to better understand the Prime Offerors' initial approach and understanding of the project. For example, the Prime Offerors' assumptions related to additional member splices, as identified based on the Prime Offerors' cranes / lifting equipment, are part of the Prime Offerors' means and methods and are subject to review and approval by the Engineer of Record during the shop drawing submittal and approval process, as per the requirements in the Contract Documents. Additionally, all phasing, scheduling, and work shifts / hours shall be as required to comply with the milestone dates for completion of the work and all contractual obligations. (Addendum #019, Item 4)

VVV. Retainage is 10% at Phoenix Constructors JV's discretion, retainage may be withheld at a rate of 5% at 50% completion and a rate of 2.5% at 75% completion. (Addendum #020, item 5)

WWW. Manufacturers' warranties are to be provided by the manufacturer and then submitted to the Port Authority of NY & NJ for review and approval in accordance with the contract specifications utilizing the Project submittal process. (Addendum #021, Item 3)

XXX. Field prep & intumescent touch up at connections to South Mezzanine are part of the scope of work. (Addendum #021, Item 6)

YYY. Demolition and removal of material from PATH Hall Crane Platform, SE Crane Perch, and Grade Level Access Platform is included in this scope of work. All salvage material becomes the property of the subcontractor and credit value of that material is included in the Subcontract agreement. (Addendum #021, Item 8)

ZZZ. Crane mobilization, demobilization, and assembly shall occur on night shifts or weekend shifts. (Addendum #021, Items 9 & 30)

AAAA. Perimeter protection and protection at interior openings is included in this scope of work, inclusive of toe boards at all locations. Subcontractor is not to remove protection when his work is complete. (Addendum #021, Item 14)

BBBB. Engineering, fabrication, and installation of all framing required to frame access openings shown on CSA Drawings are included in this scope of work. (Addendum #021, Item 15)



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only support for the Vierendeel will be at D19, D25, D35, D41 (arch type E) and the provisional support tower between Track 3 and Track 4.

- C. The roof concrete will progress ahead of all other arch columns along AS1 and BS1.
- D. Subsequent phasing of platform and mezzanine construction will require installation of platform columns and plate girders, attached to platform columns, from beneath the completed PATH Hall roof.
- E. After erection of plate girders the column section of arches (D23, D27, D33, D37) will have to be set atop the plate girder and below the Vierendeel truss. A jacking procedure will have to be followed in order to preload the structural elements. This will also require allowance for shimming between the plate girder and column section of the arch.

It is also noted that all mezzanine level precast floor/duct units will have to be erected under the PATH Hall roof structure following plate girder erection. After precast units are complete the balance of arch structural steel can be completed. The engineer has indicated that the erector will have to brace the columns during the course of erection (presumably until loads on the column are balanced). (Addendum #021, Item 26)

GGGG. The PATH Station / South Mezzanine Platform 'B' south end permanent column installation and temporary column removal including all engineering, shoring and preloading required as per contract drawings is included in this scope of work. (Addendum #021, Item 28)

HHHH. Subcontractor must allow for column and shoring installation through the temporary roof hatches, mezzanine covers and platform covers to be opened and closed by PCJV in a timely manner including time and coordination required for weather protection to the public. (Addendum #021, Item 29)

IIII. This scope of work includes all "come backs". (Addendum #021, Item 31)



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18.	RFC # 2,961-020PRECON –RFC-0016	2/23/2009	018
19.	RFC # 2,965-020PRECON – RFC-0017	2/03/2009	015
20.	RFC # 2,966-020PRECON – RFC-0018	2/03/2009	015
21.	RFC # 2,967-020PRECON – RFC-0019	2/03/2009	015
22.	RFC # 2,973-020PRECON – RFC-0020	2/03/2009	015
23.	RFC # 2,974-020PRECON – RFC-0021	2/03/2009	015
24.	RFC # 2,975-020PRECON – RFC-0022	2/03/2009	015
25.	RFC # 2,976-020PRECON –RFC-0023	2/23/2009	018
26.	RFC # 3,004-020PRECON –RFC-0024	2/23/2009	018
27.	RFC # 3,005-020PRECON –RFC-0025	2/23/2009	018
28.	RFC # 3,012-020PRECON –RFC-0026	2/23/2009	018

4. TECHNICAL REQUIREMENTS AND ORDER OF PRECEDENCE

The primary bidding documents for the establishment of the scope of work and for determining construction costs are the Project Drawings, the Project Specifications and other documents as specified in this Subcontract. As such, requirements contained in this summary of the scope of work shall be considered as examples, and not an exhaustive set of requirements. The purpose of highlighting some of the basic requirements is intended to be illustrative, rather than specific or detailed.

If a conflict occurs between this description of work, and the detailed engineering drawings or specifications, the drawings and specifications will take precedence; if a conflict exists between the contract drawings and specifications, the Subcontractor shall promptly provide written notice to Phoenix Constructors JV for resolution before proceeding. Failure to obtain resolution from Phoenix Constructors JV shall result in the Subcontractor proceeding at its own risk.



RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE
FURNISH, FABRICATE AND ERECT STRUCTURAL STEEL, INTUMESCENT FIRE
RESISTANT COATING, METAL DECK & PRECAST CONCRETE WORK
EXHIBIT 1 – STATEMENT OF WORK

Attachment 'A' "Unrestricted"

4.5 Exhibits / Attachments

Refer to Exhibit 96

Attachment letters dated 10/17/2008, 11/19/2008, and 12/19/2008

Attachments, Addendum # 1 dated 11/17/08

Attachments, Addendum # 2 dated 12/19/08

Exhibit 5, Form 5.1 – ~~Subcontractor Prequalification Questionnaire~~
Representation & Certifications and Survey and Resource Questionnaire

Exhibit 5, Form 5.2 – ~~Representation and Certifications~~ Background
Qualification Questionnaire

NOTE: Exhibit 5 Forms **MUST** be completed and originals submitted with
the submission of every proposal on this project. All signatures **MUST** be
original and preferably in BLUE ink, no photocopies.

Refer to Schedule 1 of the Contract for a Complete Listing of the Exhibits.

~~Upon Contract award, the following Attachments will be issued
electronically: 2D, 3, 4, 21A, 21D, 21E, 21F~~

4.6 Required Deliverables

ALL Deliverables **MUST** be submitted in accordance with Exhibit 1D.
Phoenix in its sole discretion may waive any irregularities associated with
the deliverables or the timeliness of their submission and may also waive
the submission requirement of any deliverable.



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7 GENERAL CONDITIONS

7.1 General Notes:

- A. All Work must comply with OSHA, local, state and federal regulations, as well as a project specific requirements defined by Phoenix Constructors JV and the Port Authority.
- E. Subcontractor agrees that the Work shall be executed in accordance with the generally accepted construction practices and is required to assume sole and complete responsibility for job site conditions during the course of the project, including safety to all persons and property at all times.

7.2 This is a tax exempt project. All materials that will permanently be incorporated into the project at completion shall be tax exempt.

7.3 Subcontractor shall familiarize themselves with the Laws, Rules and Regulations regarding Environmental Matters of the Port Authority.

7.4 The on-site work is covered by OCIP. All contractors/subcontractors will be subject to approval of the Port Authority of New York and New Jersey (PANYNJ). The Subcontractor shall be able to obtain additional insurances in accordance with the insurance requirements of the Port Authority and the New York Transit Authority. Insurance requirements are available for viewing at the Phoenix Constructors Office.

7.5 Subcontractor shall adhere to the M/WBE requirements and percentages as set forth in the contract with the Port Authority.

7.6 Subcontractor's work shall be in strict accordance with the Site Quality Control Plan or file at Phoenix Constructors JV office.

7.7 Subcontractor's work shall be in strict accordance with the Health and Safety Plan (HASP) (Exhibit 15A) included in CD format (enclosed) and on file at Phoenix Constructors JV office.

8 ENGINEERING REQUIREMENTS

8.1 Engineering required per the drawings, the specifications and this Statement of Work shall be provided by the Subcontractor.

8.2 Furnished by Company



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Second, Non-Mandatory Site Walk-Through: 2/5/2009

2nd Step, RFP Due Date:

TECHNICAL PROPOSAL: 2/23/2009

COMMERCIAL PROPOSAL: 2/27/2009, 12:00 PM

Open Bids:

TECHNICAL PROPOSAL: 2/24/2009

COMMERCIAL PROPOSAL: 2/27/2009

Oral Presentations by Selected Offerors: 3/5/2009 and 3/6/2009

Final Meetings with Selected Offerors: 3/12/2009 and 3/13/2009

Clarifications / BAFO from Selected Offerors: 3/16/2009

Award Recommendation: 3/20/2009

Anticipated Contract Award: 3/31/2009

9.2 Time for completion:

The below dates are to be used by the Offerors for the purposes of planning and pricing their proposals:



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for PCJV's approval a detailed, cost-loaded, GPM schedule, which is rolled up based on the Schedule of Values, showing a proper cost breakdown (with proper share of associated overhead and profit) of the total contract value according to various line items, or parts, of the Work. ~~for use as a basis for verifying Subcontractor's applications for payment.~~ The CPM schedule shall be prepared preferably using Primavera P6, however, Primavera, Version 3.1 is acceptable. An Earned Value System will be used as a basis for supporting the Schedule of Values which will be used as a basis for payment. (Addendum #013, Item G)

The detailed, cost-loaded, CPM schedule shall be updated with every Application for Payment to determine the earned value of the Work including any stored work/materials.

- C. All other schedules and reports as required elsewhere in this Contract.

10.2 Other Meetings

Subcontractor participation in certain nonproductive activities shall be required. These activities shall include, but not be limited to:

- A. Upon award of this Contract, Subcontractor shall be required to attend, a pre-construction meeting, prior to mobilization, at the job-site, or at another local location to be determined upon Contract award.
- B. Indoctrination and orientation of all Subcontractors' employees prior to commencing work at the jobsite. (This includes the entire labor force and all new hires).
- C. World Trade Center Site Identification Badging Process run by the Port Authority of New York and New Jersey is required for all Subcontractors' employees who will require access to the construction site. This process involves a background check and attendance at a mandatory safety class provided by the Port Authority.
- D. A weekly gang box safety meeting shall be organized and conducted by Subcontractor and attended by all of Subcontractor's craft employees prior to commencement of work.



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12.1 Contractual Notices

All contractual notices given under this Contract shall be sufficient if in writing and delivered in person to an officer of the party to be notified, or sent to the party to be notified, addressed as set forth below, by registered mail, telex, facsimile or cable. Telexes, facsimiles and cables must be confirmed in writing within three (3) days thereafter.

Contractual notices to PCJV shall be addressed to Company's Project Office set forth herein:

Phoenix Constructors JV
115 Broadway, 16th Floor
New York, NY 10006
Attn: Brian Reilly
646-467-7127 (phone)

With copy sent to:

Phoenix Constructors JV
115 Broadway, 18th Floor
New York, NY 10006
Attn: Javed I. Qureshi
646-467-7219 (phone)
212-566-2350 (fax)

Contractual notices to Subcontractor shall be addressed to Subcontractor's Address set forth herein marked Attn.: TBD

13 CLEAN-UP SAFETY, WORK RULES AND REGULATIONS

13.1 Cleanup

Subcontractor shall at all times keep its work area in a neat, clean and safe condition and remove from the Owner's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Subcontractor's operations. Upon completion of the Work, Subcontractor shall promptly return unused materials furnished by PCJV and remove from Owner's premise all of Subcontractor's equipment, material, scaffolding and like items, leaving Owner's premises and the vicinity clean, safe and ready for use.



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Manager. None of these employees filling these positions shall be allowed to be removed from this project, (either permanently or temporarily), unless authorization has been granted by the PCSM. (Addendum #019, Item 3)

Subcontractor's Safety Manager / Representative shall be responsible for initiating the safety program, ensuring that jobsite safety requirements and procedures are being accomplished, conducting safety inspections of Work being performed, and documenting safety activities. The Safety Manager / representative will also be responsible for a continuing survey of its operations, to ensure that the probable causes of injury or accident are controlled and that operating equipment, tools and facilities are used, inspected and maintained as required by applicable safety and health regulations.

The Subcontractor shall be required to comply with all Federal / State / City / Port Authority / Phoenix Constructors rules and / or regulations. In any / every situation of ambiguity / conflict of rules / regulations "The most stringent shall apply". The Phoenix Constructors' Safety Manager shall be the only authority to determine the clarification / decision as to which is "The most stringent". The Subcontractor shall be responsible for creating and maintaining a "Safe working environment" for "All Employees On The World Trade Center Site Subcontractor personnel including all lower tier personnel." Any Safety requirement, (or time or expense to accomplish this), shall be the Subcontractor's responsibility and therefore not compensable by Phoenix Constructors or the Port Authority. (Addendum #019, Item 3 and Addendum #021, Item 13)

PCJV and Owner will have the right to stop Work whenever safety violations are observed which could jeopardize the well being of personnel and equipment. The expense of any such Work stoppage and resultant standby time shall be borne solely by the Subcontractor. The failure or refusal of Subcontractor to correct the observed violation may result in the termination of the Contract, and/or the dismissal from the jobsite of those responsible for such failure or refusal.

Subcontractor shall submit to Phoenix Constructors, prior to the commencement of any work, a detailed pre-task plan indicating how the Subcontractor shall comply with Phoenix Constructors' 100% tie-off policy for all work conducted at heights greater than or equal to 6'-0" above a solid surface. This plan shall include but not be limited to details on methodology for the tie-off of individuals engaged in connecting, bolting



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13.5 OSHA Permits and Programs

Subcontractor shall initiate and maintain such permits and programs as may be necessary to comply with requirements set forth by the Occupational Safety and Health Administration (OSHA) and any other local, state and federal regulations, and the rules and regulations of the Port Authority.

A copy of all permits will be provided by Company prior to commencement of Work at the jobsite. If OSHA permits are not required to perform Work, a letter shall be submitted to Company prior to commencement of Work at the jobsite stating that no permits are required.

14 QUALITY CONTROL

14.1 Subcontractor shall be responsible for the performance of all shop / field inspections and testing activities. Subcontractor shall adhere to the Project Quality Procedures contained in Article 80 of Exhibit 97.

14.2 All Shop and field fabrication inspection shall be carried out by certified inspectors employed and paid by the Subcontractor.

14.3 The Subcontractor or supplier is to submit for approval a Quality Plan acceptable to both the Phoenix Constructors JV (PCJV) and the Port Authority of New York and New Jersey (PANYNJ). The Plan is to be compliant with Article 80 of Contract WTC284.458 GC and the FTA-IT-90-5001-02.1 - Quality Assurance and Quality Control Guidelines available on www.fta.dot.gov. The Plan is to include implementation procedures, checklists, and reporting forms as necessary to detail the specifics of the Quality Activities. Subcontractors will be responsible for their own Quality Control and subject to audit by PCJV and the PANYNJ. The same quality management requirements apply to lower-tier subcontractors and suppliers whose quality programs must be reviewed and approved by the Subcontractor prior to submission to PCJV for review and approval by PANYNJ. The Subcontractor or supplier is to submit for approval a Quality Manager and the necessary Quality Staff members by name(s), who is are independent of production forces. The Subcontractor's Quality Manager or an approved representative is to be on site at all times during the course of the work. The qualifications and documentation of qualifications must accompany the submittal. Refer to the Quality Documents Deliverables List shown in Exhibit 18. Subcontractors electing to comply with the PCJV Quality Plan contained



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Prevent hazardous accumulations of dust, fumes, mists, vapors or gases in areas occupied during construction;

Provide local ventilation to prevent harmful accumulation of hazardous substances into atmosphere of occupied areas;

Dispose of materials in manner that will not result in harmful exposure to persons or disrupt or otherwise effect operation of existing facilities.

Ventilate storage spaces containing hazardous, volatile or temperature sensitive materials.

15.6 Site Signs

Identification signboards and notices for safety or instruction are permitted on site only after approval of PCJV for format, location and quantity.

END OF SCOPE OF WORK



110 East 42nd Street
Suite 1704
New York, NY 10017
Tel. (212) 599-1603 Fax (212) 599-1615

April 30, 2009

Phoenix Constructors, JV
115 Broadway, 18th Floor
New York, NY 10006

Attention: Mr. Javed Qureshi, Contract Administrator

Reference: EDC and Maple Trade Finance Generic Support Letters
Commercial Proposal Submission – Best and Final Offer
World Trade Center Transportation Hub – Bid Package 20
RFP/Contract: W0TC-GC1-2 KN0186-020
Station Construction and Transit Hall Structure to Grade Furnish,
Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating,
Metal Decking & Precast Concrete Work
DCM Erectors, Inc Bid 801E054

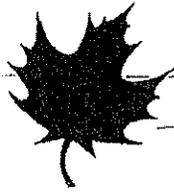
Dear Mr. Qureshi:

We attach generic support letters from Maple Trade Finance and EDC for DCM Erectors, Inc. They will issue actual letters of support once we provide them with copies of our actual executed subcontract agreement. They will perform their due diligence to verify that your client, The Port Authority of New York and New Jersey, has the ability to make contract progress payments and issue change orders in a timely manner so as not to impair the balance sheets of DCM Erectors, Inc. We may be seeking the proper individuals within in your client's organization that our support group may wish to correspond with so that they may perform their due diligence and will ask for your assistance regarding same.

Very truly yours
DCM Erectors, Inc

A handwritten signature in black ink, appearing to read "Jeffrey S. Gannett".

Jeffrey S. Gannett
Vice President



April 30, 2009

Port Authority of New York & New Jersey
225 Park Avenue South
New York, NY 10003

**Re: Construction of the World Trade Centre Transportation Hub Project,
New York City, NY**

Maple Trade Finance Inc. is pleased to learn that our client, DCM Erectors, is being considered for the World Trade Center Transportation Hub project.

DCM has been a client of Maple Trade Finance Inc. since August 2005 during which time we have had the opportunity to provide DCM with the financing for a number of significant projects in New York, Canada and the Bahamas. The projects currently include Tower 1 and the East/West Connector.

Maple Trade Finance is a wholly owned subsidiary of the Maple Financial Group; a Canadian based global financial organization with over \$50 Billion in assets and offices worldwide. With access to the asset base of the Maple Group, through Maple Bank GmbH, we offer our clients an unparalleled opportunity to acquire financing for domestic and export projects.

We welcome the opportunity to provide DCM with the financing necessary, within the parameters of their existing credit facility, to ensure the successful completion of this and/or other projects. However, the extent of our financial involvement is dependent upon and subject to an assessment of the project, our standard due diligence, and approval by the Maple Trade Finance Inc. Credit Committee.

Please do not hesitate to contact us if we can be of further assistance.

Regards,

Maple Trade Finance Inc.

Carole-Ann Miller
President

cc. Larry Davis, DCM Erectors



April 30, 2009

Mr. Larry Davis
President
Davis Construction Management Group Ltd.
100-77 Belfield Road
Toronto, Ontario
M9W 1G6

Dear Mr. Davis:

Re: - Non-Binding Letter of Interest
 - Contract Frustration Insurance (CFI)
 - WTC Transportation Hub contract between DCM Erectors and the Port Authority
 of New York and New Jersey (PANYNJ)

Based on the information that has been provided to date, it appears that EDC would be prepared to consider providing CFI coverage up to USD10 million to insure the credit and commercial risks of The Port Authority of New York and New Jersey for the above mentioned contract.

This letter of interest does not constitute a binding commitment or offer of EDC to provide CFI support. Any issuance of a binding commitment by EDC to provide CFI support would be subject to, among other conditions, a full contract review satisfactory to EDC, credit approval, the completion of due diligence acceptable to EDC, receipt of requisite corporate authority, and such other terms and conditions as EDC may, in its discretion, require.

Please do not hesitate to contact the undersigned should you have any questions.

Yours truly,

Lynne Thomas
Underwriter
Contract Insurance and Bonding
Export Development Canada
Tel: 613-597-8645
Fax: 613-597-8504
Email: lthomas@edc.ca

Paolo Utano
Underwriter
Contract Insurance and Bonding

Cc. Juzer Yusufali, EDC Regional Account Manager, 1-416-862-1267



Multiple Obligee
Performance Bond

Bond No. _____ Premium Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS,

That we, _____
(Full Name and Address of Subcontractor)

(hereinafter called the Principal), as Principal, and _____
(Full Name and Address of Surety)

a corporation duly organized under the laws of the state of _____
(hereinafter called the Surety), as Surety, are held and firmly bound unto:

Phoenix Constructors, JV and its Partners: Bovis Lend Lease LMB, Inc., Fluor Enterprises, Inc., Granite Construction Northeast Inc., and Skanska USA Civil Northeast Inc.

115 Broadway
New York, NY 10006

and

List Name(s) of Other Obligee(s)	Address(es) of Other Obligee(s)
The Port Authority of New York & New Jersey	Treasury / Risk Management 225 Park Ave. South, 12 th Floor New York, NY 10003
Federal Transit Administration	One Bowling Green New York, NY 10004
Metropolitan Transportation Authority	2 Broadway New York, NY 10004

(hereinafter called the Obligees)

in the sum of _____ U.S. Dollars
(\$ _____), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated.

WHEREAS, the Principal entered into a certain Contract dated _____
(Month, Day) (Year)

with Phoenix Constructors, JV, Contract No. WOTC-GC1-2-KN0186-20 – WTC-Transportation Hub which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform said Contract, within the time provided therein and any extension thereof that may be granted by the Obligees, and during the life of any guaranty required under said Contract, and shall also promptly and faithfully perform any and all authorized modifications of said Contract that may hereafter be made, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission or other modification of the Contract Documents, as specified in the Contract, shall in any way affect its obligations under this Bond, and the Surety hereby waives notice of any such changes, extensions of time, alterations, additions, omissions or other modifications.

Whenever Principal shall be, and declared by Obligees, or any of them, to be in default, in breach, and/or to have failed to perform in any manner under the Contract, the Obligees having performed their respective obligations thereunder, the Surety shall promptly remedy the default by one of the following:

1. Fund Principal to complete the Contract in accordance with its terms and conditions.
2. Complete the Contract in accordance with its terms and conditions utilizing a subcontractor of obligee's discretion.
3. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligees of the best value bidder, arrange for a contract between such bidder and Obligees, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, and pursuant to the Contract, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Obligees to the Principal under the Contract and any amendments thereto, less the amount properly paid by Obligees to the Principal.
4. Pay to Obligees the full amount of the penal sum above stated.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligees named herein or the heirs, executors, administrators, successors or assigns of the Obligees.

Principal and Surety shall not be liable to the Obligees unless the Obligees, or any of them, have performed their respective obligations to the Principal in accordance with the terms of said Contract.

Sealed with our seals and dated this _____ day of _____
(Day) (Month) (Year)

(Attested by)

By: _____
(Title)

SEAL

(Surety)

*

(Attorney-in-Fact)

SEAL

*Attach Power-Of-Arrowney



**Multiple Obligee
Labor and Material Payment Bond**

Bond No. _____ Premium Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS,

That we, _____
(Full Name and Address of Subcontractor)

(hereinafter called the Principal), as Principal, and _____
(Full Name and Address of Surety)

a corporation duly organized under the laws of the state of _____
(hereinafter called the Surety), as Surety, are held and firmly bound unto:

Phoenix Constructors, JV and its Partners: Bovis Lend Lease LMB, Inc., Fluor Enterprises, Inc., Granite Construction Northeast Inc., and Skanska USA Civil Northeast Inc.

115 Broadway
New York, NY 10006

and

List Name(s) of Other Obligee(s)	Address(es) of Other Obligee(s)
The Port Authority of New York & New Jersey	Treasury / Risk Management 225 Park Ave. South, 12 th Floor New York, NY 10003
Federal Transit Administration	One Bolling Green New York, NY 10004
Metropolitan Transportation Authority	2 Broadway New York, NY 10004

(hereinafter called the Obligees)

in the sum of _____ U.S. Dollars
(\$ _____), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated.

WHEREAS, the Principal entered into a certain Contract dated _____
(Month, Day) (Year)

with Phoenix Constructors, JV, Contract No. WOTC-GC1-2-KN0186-20 – WTC-Transportation Hub

which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all claimants as hereafter defined, for all (1) labor and material used or reasonably required for use in the performance of the Contract, (2) pension, welfare, vacation and any other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work, and (3) federal, state and local taxes and contributions required to be withheld or paid with respect to the employment of persons upon said work that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or a subcontractor of the Principal, for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligees shall not be liable for the payment of any costs expenses, and/o claims of any suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. After the expiration of the minimum period of limitation permitted by any law controlling the construction hereof.
 - b. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

The Surety agrees that no change, extension of time, alteration, addition, omission or other modification of the Contract Documents, as specified in the Contract, shall in any way affect its obligations under this Bond, and the Surety hereby waives notice of any such changes, extensions of time, alterations, additions, omissions or other modifications.

Principal and Surety shall not be liable to the Obligees unless the Obligees, or any of them, have performed their respective obligations to the Principal in accordance with the terms of said Contract.

Sealed with our seals and dated this _____ day of _____, _____
(Day) (Month) (Year)

(Principal)

By: _____
(Title)

SEAL

(Surety)

(Attorney-in-Fact)

SEAL

*Attach Power-Of-Authority



Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel.
212.566.2350 Fax

Darrell E. Waters
Project Director

May 7, 2009

Perini Corporation
Civil Construction
1022 lower South Street
Peekskill, NY 10566

PCJV: WOTC-09300-WP2OPRECON-00016
Attention: Mr. James M. Laing

Subj: World Trade Center Transportation Hub – Work Package No. 20 –Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work - WOTC-GC1-2-KN0186-020 – Perini Construction Bid Bond dated February 26, 2009

Dear Mr. Laing

In reference to the above RFP, we hereby return Perini Corporation's "Bid Bond" dated February 26, 2009 in the sum of \$10,000,000 submitted with their proposal. Thank you for participating in our bidding process.

Very truly yours,
PHOENIX CONSTRUCTORS, JV


Darrell E. Waters
Project Director

cc: Phoenix Constructors, JV: W. DeCamp, G. Winsper, W. Reichert, S. Kremmidas, J. Qureshi,
W. Saukin
Port Authority: L. Foster, M. Pagliettini, W. Foley

Attachment: Bid Bond submitted by Perini Construction



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Perini Corporation** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**, a corporation duly organized under the laws of the State of Connecticut, **Fidelity and Deposit Company of Maryland**, a corporation duly organized under the laws of the State of Maryland, **Safeco Insurance Company of America**, a corporation duly organized under the laws of the State of Washington and **Federal Insurance Company**, a corporation duly organized under the laws of the State of Indiana as Co-Surety, hereinafter called the Co-Surety, are held and firmly bound unto **Phoenix Constructors, JV** as Obligee, hereinafter called the Obligee, in the sum of **Ten Million and 00/100 Dollars** (---\$10,000,000.00----

for the payment of which sum well and truly to be made, the said Principal and the said Co-Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **WTC-Transportation Hub Project**
RFP/Contract No.: **W0TC-GC1-2-KN0186-020**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IT IS UNDERSTOOD and agreed the attached letter from the Co-Surety dated February 26, 2009, is attached to and made a part hereof the terms and conditions of this bid bond.

Signed and sealed this 26th day of February 2009.

Henry Mary
(Witness)

Mark P. Herendeen
(Witness)

Perini Corporation James M. Lorig (Seal)
(Principal)
President, Civil construction
(Title)

Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland
Safeco Insurance Company of America
Federal Insurance Company
(Surety) Mark P. Herendeen (Seal)
Mark P. Herendeen Attorney-in-Fact

Article Number	DCM (Possible)	OFFICE		Item Description (Not in Contract)	INFO BY DCM	DATE Req'd
		General Cond.(Possible)	Contract (Other)			
2.19	YES	YES		Axis Lines and Bench Marks		AWARD
2.21	NO		YES	Temporary Foundation Construction For Shores. Design, Material and Equipment by DCM.	YES	AWARD
2.22	NO	YES	PA In-House	Onsite Storage Location (Note: Offsite Storage Included in Contract (See Article 3.56)		AWARD
2.23	YES	YES		Trash Container Supply and Disposal.	YES	AWARD
2.30	NO		PA In-House	Onsite Safety Manager (In addition to DCM's)		AWARD
2.40	YES		PA In-House	Two-way Radio Communication?		Nov-09
3.2.2	NO		YES	Super Column Foot Construction		Nov-09
3.29	NO		YES	Labor to Set Embed Plates and Anchor Bolts in CIP Wall		Nov-09
3.40	YES		YES	Temporary Structure Design and Construction A. PATH Hall Temporary Roof and Associated Underpin of Existing Structures. B. Path Hall Crane Platform C. Transit Hall SE Crane Perch D. Transit Hall East Side Grade Level Access Platform E. Transit Hall Crane Platform at EL. 274' F. Substructure Support for East & West Tied Arches and East Side of East Box Girder		Jun-09
3.69	NO		YES	CIP Concrete & Demo of Existing Structures (PCJV SK 1-14)		AWARD
3.75 B	NO		YES	Form & Shoring Installation for Spall Plate Installation		Jun-09
3.75 C	NO		PA In-House	Outages, Closures, GO's, and Work Trains (Coordination?)		AWARD
3.75 Q	YES		YES	Craft Labor Shop Stewards for Teamsters, Master Mech Standby Electricians etc.....	YES	AWARD
3.75 V			?	Flatcars?		Jun-09
3.75 YY	YES	YES		General Condition Holiday Support	YES	AWARD
3.75 GGG	NO		YES	Concrete Work Shown on Drawing S6683		?
3.75 EEEE	YES	YES	PA In-House	NYSDOT and NYCDOT Approved HUB Traffic Plan	YES	AWARD
	YES	YES		MPT Permits by DCM (Contract has Phoenix doing this)?		
6.10 C & D	NO		YES	Water and General Light, Temporary Power Distribution Points	YES	AWARD
7.60 and 7.70	NO		PA In-House	Site Quality Control and Health & Safety Plans (Assume PCJV's?)	YES	AWARD

Subcontractor Deliverable Submission Prior to Contract Execution

*Note: The Submission of ALL Forms are Conditions Precedent to Contract Execution and/or Just cause for Contract Cancellation

ALL Forms Must be mailed to: Phoenix Constructors
Attn: [Contract Administrator's Name]
115 Broadway
New York, New York 10006

*NOTE: Deliverables to be submitted by Subcontractor and ALL lower tiers includes, but is not limited to the below documents. Technical Proposal Requirements are not limited to those noted in the Instructions to Offerors and Contract Documents and may be expanded upon further inspection of the Contract Documents by the Contractor and Owner. Phoenix in its sole discretion may waive any irregularities associated with the deliverables or the timeliness of their submission and also waive the submission requirement of any deliverable.

"Yes" does not indicate approval, only submission

Exhibit	Form	Title	Description				Submitted?
1D	1D.3	Submittal Register	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Prior to Contract Execution	Enclosed	No
2A	2A.2	Updated Labor Rates and Union Agreements	Submit for Subcontractor	Mandatory	Prior to Contract Execution	Enclosed	Yes (Rates Only)
2A	2A.3	Updated Equipment Rental Rates	Submit for Subcontractor	Mandatory	Prior to Contract Execution	Enclosed	Yes
2A	2A.4	Updated List of Subcontractors	Submit for Subcontractor	Mandatory	Prior to Contract Execution	Enclosed	No
2A	2A.5	Schedule of Values	Submit for Subcontractor	Mandatory	Prior to Contract Execution	Enclosed	Yes
2A	2A.6	Detailed Updated Cost Loaded Schedule	Submit for Subcontractor	Mandatory	Prior to Contract Execution	Enclosed	No
2A	2A.7	Detailed Estimate Breakdown	Submit for Subcontractor	Mandatory	Prior to Contract Execution	Enclosed	No
2A	2A.8	Earned Value System	Submit for Subcontractor	Mandatory	Prior to Contract Execution	Enclosed	No
2A	2A.13	Furnisher Information Schedule	Submit for Subcontractor	Mandatory	Prior to Contract Execution	Enclosed	No
1D	1D.3	Submittal Register	Submit for Subcontractor	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	Enclosed	No
5	5.1	Representations & Certifications and Survey and Resource Questionnaire	Submit for ALL new known lower tiers, including but not limited to subcontractors, vendors, suppliers, and sub-consultants	Mandatory	Prior to Contract Execution	Enclosed	Yes
5	5.2	Background Qualification Questionnaire	Submit for ALL new known lower tiers, including but not limited to subcontractors, vendors, suppliers, and sub-consultants	Mandatory	Prior to Contract Execution	Enclosed	Yes
6	6.1	Schedule C: Subcontractor MBE/WBE Participation Plan	Submit for Subcontractor	Mandatory	Prior to Contract Execution	See Exhibit 6 for Form 6.1 and related information	No
6	6.4	Schedule A: Minority and Women's Certification Schedule B: Information for Determining Joint Venture Eligibility	If not enumerated on the Port Authority's Directory, all appropriate Certifications for Subcontractor and ALL new lower tiers	Mandatory If Applicable	Prior to Contract Execution	See Exhibit 6 for Form 6.4 and related information	No
6	6.5	Technical References	If not enumerated on the Port Authority's Directory, MBE/WBE Technical References for Subcontractor and ALL new lower tiers	Mandatory If Applicable	Prior to Contract Execution	See Exhibit 6 for Form 6.5 and related information	No
7	7.1	Equal Employment Certification	Submit for ALL new known lower tier subcontractors and vendors	Mandatory	Prior to Contract Execution	Enclosed	Yes (DCM only)
7	7.3	Davis-Bacon Certification Statement	Submit for ALL new known lower tier subcontractors and vendors	Mandatory	Prior to Contract Execution	Enclosed	Yes (DCM only)
10	10.1	Payment Bond with Acknowledgment and Justification of Surety	Submit for Subcontractor	Mandatory	Within 10 Days Following Contract Execution	Enclosed	No
10	10.2	Performance Bond with Acknowledgment and Justification of Surety	Submit for Subcontractor	Mandatory	Within 10 Days Following Contract Execution	Enclosed	No
11	11.1	Insurance Rider	Submit for ALL new known lower tier subcontractors and vendors	Mandatory	Prior to Contract Execution	See Exhibit 11 for Form 11.1 and related information	Yes (DCM only)
11	11.2	Valid Certificate of Insurance	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Prior to Contract Execution	Enclosed	Yes (DCM only)
11A	11A.1	OCIP Enrollment Application	Submit for Subcontractor and ALL known lower tier subcontractors and vendors to AON and for ALL new lower tier subcontractors and vendors to Phoenix as well	Mandatory	Prior to Contract Execution	See Exhibit 11A for Form 11A.1 and related information	Yes (DCM only)
13	13.1	Subcontractor Request Form	Submit for ALL known lower tier subcontractors	Mandatory	Prior to Contract Execution	Enclosed	No
13	13.2	Vendor Request Form	Submit for ALL new known lower tier vendors	Mandatory	Prior to Contract Execution	Enclosed	No
13	13.3	Subcontract Approval Request Form	Submit for ALL new known lower tier subcontractors	Mandatory	Prior to Contract Execution	Enclosed	No
15A	N/A	ALL Safety deliverables noted in Exhibit 15A Parts 1-3	Submit for Subcontractor and ALL known lower tier subcontractors and vendors as indicated in Exhibit 15A Checklist	Mandatory	As indicated in Exhibit 15A Checklist	See Exhibit 15A Checklist and Parts 1-3 for related information	No
15D	N/A	Job Safety Analysis and Supplemental Project Specific Safety Plan	Submit for ALL new known lower tier subcontractors and vendors	Mandatory	As indicated in Exhibit 15D Checklist	See Exhibit 15D for related information	No
15E	15E.1	EPCs Compliance Certification Statement	Submit for Subcontractor and known lower tier subcontractors	Mandatory	Prior to Contract Execution	See Exhibit 15E for Related Information	No
16	16.1	Hazardous & Toxic Disclosure Requirements: Contractor Disclaimer Statement	Submit for ALL new known lower tier subcontractors and vendors as per Form 16.1	Mandatory	Prior to Contract Execution	Enclosed	No
16	16.1	Hazardous & Toxic Disclosure Requirements: Material Safety Data Sheet, Form OSHA 20	Submit for Subcontractor and ALL known lower tier subcontractors and vendors as per Form 16.1	Mandatory If Applicable	Prior to Contract Execution	Enclosed	No

18	N/A	Sign on Affidavit (See sample in Exhibit 18.5) to Phoenix' Quality/Control Plan (See sample in Exhibit 18.2) with amplifying documents listed below OR Subcontractor's own Quality Plan with amplifying documents listed below.	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample Exhibits 18.2, 18.5 and other related information	No
Amplifying Quality Control Documents Listed Below within Exhibit 18:							
18	N/A	Item 7: Sample Quality Assurance Quality Control Information Sheet	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 Sample in Exhibit 18.6 and other related information	Yes
18	N/A	Item 8: QC Personnel Resume	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 for related information	Yes
18	N/A	Item 9: Management Organization Chart w/ QC Direct Reporting Lines	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.7 and other related information	Yes
18	1D.3	Item 10: Submittal Register (See above)	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	Enclosed	No
18	N/A	Item 11: Inspection & Test Plan – with Hold Points	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.8 and other related information	Yes
18	N/A	Item 12: Quality Work Plan	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.10 and other related information	Yes
18	N/A	Item 13: Inspection and Test Results	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.10 and other related information	Yes
18	N/A	Item 14: Sample Daily QC Reports	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.11 and other related information	Yes
18	N/A	Item 15: Sample Inspection & Test Report Forms	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.12 and other related information	Yes
18	N/A	Item 16: Startup Procedures	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 for related information	Yes
18	N/A	Item 17: Startup Documentation	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 for related information	Yes
18	N/A	Item 18: Resumes/Certifications of Testing Personnel	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.13 and other related information	Yes
18	N/A	Item 19: Internal/External Audit Schedule	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.14 and other related information	Yes
18	N/A	Item 22: Weld Procedures	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 for related information	Yes
18	N/A	Item 23: Welder Qualifications	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 for related information	Yes
18	6.1	Item 24: Detailed Schedule of Work including QC Inspection & Tests	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Prior to Contract Execution	Enclosed	No
18	N/A	Item 25: Sample Inspection Checklists	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.12 and other related information	Yes
18	N/A	Item 26: Sample Inspection Forms	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.12 and other related information	Yes
18	N/A	Item 27: Sample Installation Sign-Offs	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.12 and other related information	Yes
18	N/A	Item 28: Sample Receiving Inspection Reports	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.16 and other related information	Yes
18	N/A	Item 29: Positive Material List	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.17 and other related information	Yes
18	N/A	Item 33: Sample Calibration Log	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.18 and other related information	Yes
18	N/A	Item 35: Sample Sign off Letter	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 for related information	Yes
18	N/A	Item 36: Certificates of Compliance	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.19 and other related information	Yes
18	N/A	Item 37: Sample O & M Log	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.20 and other related information	Yes
18	N/A	Item 38: Sample Training Log	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.20 and other related information	Yes
18	N/A	Item 39: Sample Spare Parts Log	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 and Sample in Exhibit 18.20 and other related information	No
18	N/A	Item 40: ALL Appropriate Guaranties and Warranties	Submit for Subcontractor and ALL known lower tier subcontractors and vendors	Mandatory	Submit earlier than 14 Days Prior to Contract Execution	See Exhibit 18 for related information	No
19A	19.1	Non-Disclosure and Confidentiality Agreement	Submit for ALL new known lower tier subcontractors and vendors	Mandatory	Prior to Contract Execution	See Exhibit 19A for Form 19A.1 and other related information	Yes (DCM only)
19A	19.2	Non-Disclosure and Confidentiality Acknowledgment	Submit for ALL new known lower tier subcontractors and vendors	Mandatory	Prior to Contract Execution	See Exhibit 19A for Form 19A.2 and other related information	Yes (DCM only)



RFP/CONTRACT NO.: W0TC-GC1-2-KN00186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE
FURNISH, FABRICATE AND ERECT STRUCTURAL STEEL, INTUMESCENT
FIRE RESISTANT COATING, METAL DECK AND PRECAST CONCRETE WORK

AGENDA

3/12/09

Final Meeting with Selected Prime Offerors
Dated March 12 & 13, 2009

Location: Phoenix Constructors JV 115 Broadway, 18th Floor New York, NY 10006

1. Commercial Proposal [45 minutes]
 - Bonding – WDC / WS / SQ
 - Missing Line Items – WDC / JQ / SK
 - Commercial Clarifications / Exclusions – WDC / WS / PM / JQ / SK
 - Unit Prices – PW (VM)
 - Pricing Review
 - Intumescent Cost – application procedure (shop vs. field)
 - Steel Material Cost – escalation
 - Steel Labor
 - OCIP – confirmation Workers' Comp & General Liability are excluded from price
2. Bid Scope Review and Clarifications [30 minutes]
 - Offeror's Responses to Questions – Various
 - Safety – JB / CR
 - Quality Control – TT (EM)
 - WP8 Deletions & WP21 Clarifications – WDC / JQ / SK
3. Material Quantities / Bust Review [30 minutes] – PW (VM) / JQ
4. Changes To Exhibit 2A (Pricing) [20 minutes] – JQ
5. Technical Proposal / Presentation [45 minutes]
 - Means & Methods (Logistics, Phasing, Crane Plans) – LS/ BR/GS/JS/ MML
 - Schedule and Work Hours – LS/ BR/GS/JS/ MML
 - Technical Clarifications / Exclusions – LS/BR/GS/JS/MML/BP
6. Any New / Additional Information for the Offerors [20 minutes] – LS/BR/GS/JS/MML
 - Alternate Methods
7. Review Next Steps [15 minutes] – WDC

WP20 – Steel: Questions for DCM

GENERAL QUESTIONS (For all Offerors) & DCM RESPONSES

1.	<p>Is the subcontractor committed to complying with the PCJV requirement for fall protection when working above a height of 6'?</p> <p>[DCM Response] Yes.</p>
2.	<p>The Inspector General and PCJV review of your safety record have indicated a higher than average number of Total Recordable and Lost Workday Incidents. Please comment on your safety record.</p> <p>[DCM Response] We would like to review the safety records that are being cited. We do not believe that our records are beyond acceptable limits. We have had issues on past projects in which incorrect safety records were being review (there are companies with similar names to ours, which has caused incorrect safety records to be attached to DCM Erectors). We perform complex erection and employ large number of workers. We have had situations in the past working on projects with insurance wrap up programs where workers take advantage of the wrap up policy. We have in-house lawyers to fight every case reported under wrap up policies. Our attorneys request being notified of every incident that is reported. Safety is number one to us.</p> <p>PCJV to provide IG's comments on DCM and numbers that are being reviewed. DCM to provide explanation and possible mitigation plan.</p>
3.	<p>When do you expect to connect the station plate girders and spine to the East Box Girder. How does this relate to concrete work at plaza level and to removal of shoring. Explain your understanding of engineering of the steel cambers as it relates to these subjects and shop detailing and fabrication.</p> <p>[DCM Response] Follow PCJV sequence other than the tie-in of girders. We would erect all steel prior to any concrete. Engineer cambers based on this and temporary shores.</p> <p>PCJV noted that shore towers are to remain until after PCJV has placed PATH roof concrete. PCJV also noted that Steel Subcontractor will be able to remove sections of PATH Hall crane platform in order to install the north and south girders (AS-1 and BS-1) and replace the platform after the girders are installed or the Steel Subcontractor would be able to install the north and south girders below crane platform.</p>
4.	<p>Two of the three bidders include information as to hiring a welding consultant. It is anticipated that the type and volume of welding will require a team, within the subcontractor's employ, to manage the qualification of welds, welder qualifications, supervision for fit-up, in-process welding supervision, mapping of welds, weld sampling/testing, and documentation. Will the welding consultant and welding support staff be full time at the project site for preconstruction activities and throughout construction?</p> <p>[DCM Response] Our welding consultant has indicated full time availability with his staff. The DCM in-house staff is fully available.</p> <p>At Tower One – how many on site CWIs?</p> <p>[DCM Response] Currently we are not working continuously at Tower One. We will have as many CWIs as needed; the CWIs will be hired by DCM (working directly for DCM). As reference, we had 65 welders at Goldman Sachs and 80 welders at NY Times.</p>
5.	<p>The bidders were advised that additional member splices likely would be required in order to comply with the capacities of the proposed cranes and crane platforms. Has the subcontractor performed an assessment of the load/capacity combinations and incorporated the cost of all additional splices in their proposal as required by the subcontractor's proposed means/methods/equipment?</p> <p>[DCM Response] We have stuck with what is shown on the drawings so far. The heaviest lift that we see as far as material to be lowered from Church St is approximately 130 tons.</p> <p>Is DCM aware of PA crane procedures?</p> <p>[DCM Response] Yes.</p>
6.	<p>Schedule: Due to the very confined site and logistics with other contracts and work areas please explain your approach to maintaining as much as possible a continuous work operation.</p> <p>[DCM Response] We do not see too much interference, but will coordinate our work with</p>

	PCJV. We would try to avoid swinging over other work areas, but if it needs to be done, we will develop a plan to safely accomplish this (warning horns, flaggers, etc.).
7.	The subcontractors have indicated the use of flat cars and track occupancy in order to execute their construction activities. Have the subcontractors incorporated the costs associated with PATH's language specific to work train utilization, probability of meeting track outage requests, and outage cancelations? [DCM Response] Yes. Do you understand that you cannot move rail cars from So. Plainfield to site. [DCM Response] Yes. We will work with PCJV to determine where loads can be transferred from our rail cars to PATH rail cars. We have included costs in our proposal for transferring material from our rail cars to PATH rail cars.

DCM SPECIFIC QUESTIONS & RESPONSES

1.	Clarify their position on the 6' fall tie off. Your safety cover sheet 5.5 states you "strictly enforce" Subpart R, but you intend to provide the means to the workers to follow essentially Subpart M 6 foot rule. What is in your commercial bid? Are the costs for complying with Subpart M covered? [DCM Response] We are committed to 6' fall protection. We have included 6' fall protection in our cost.
2.	Are ALL safety requirements 100% pass through to second, third, etc tier subcontractors? [DCM Response] Yes. PCJV note: All of DCM's subcontractors/lower tiers must submit paper work (prequalification questionnaires / background information), including IG paperwork (Forms 5.1, 5.2, and 5.3). PCJV to advise if this requirement applies to material suppliers.
3.	Do they intend having a full time dedicated safety professional on site all working hours? The safety professional must be solely dedicated to safety and cannot be a project manager who serves a dual role. [DCM Response] Yes. The safety professional will be someone other than a project manager. This is included in cost.
4.	"DCM Erectors, Inc has some Technical Items which we feel are restrictive and wish to discuss during our oral presentation." Please present all Technical Items at Orals and follow up in writing. Additionally, in body of proposal you state to the effect that you intend to build per AISC tolerances "notwithstanding" what is in drawings and specs. Please explain. [DCM Response] Many of these technical issues were answered in Addendum #18. We could not find some tolerance information, similar to issue on WP8. PA noted that the tolerance issue has been clarified through the RFC process.
5.	DCM Milestone Dates: Path Hall Roof: Start 11/2/09 Complete 8/19/11 1 Line: Start 11/2/09 Complete 8/19/11 Transit Hall: Start 4/5/10 Complete 8/9/12 The start and complete dates provided in the DCM proposal are considerably different than the RFP Milestone dates. Please verify if it is the intent to deviate from the RFP Milestone Dates. [DCM Response] We realized that the schedule that was provided in the Technical Proposal did not meet milestones. We have updated the schedule accounting for additional work shifts and we present today a revised schedule that does meet the milestone dates. We recognized that we made an error in the Technical Proposal and we have provided corrected schedule. There is no commercial effect of this change to the schedule.
6.	Means & methods Plan: Please provide information on work schedule (i.e. workdays per week, shifts/workday, hours/shift, etc.) for Work Area 1, Work Area 2, and Work Area 3. Additionally, you did not quantify PATH partial outages or full station closures, nor NYCT GO's for performing the work. Explain how you intend to perform the work in the PATH station and over and within NYCT 1 line. [DCM Response] We have provided shift information in the presentation today. DCM has carried cost for either using the 6-week shut down or not.

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 STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE –
 FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
 COATING, METAL DECK & PRECAST CONCRETE WORK

	PCJV will need to discuss 6-week shut down with DCM in a different venue.
7.	Has time for intumescent coating been included in the schedule that you provided? Explain the scope of intumescent coating as you understand it in Work Areas 1, 2 and 3. [DCM Response] Yes.
8.	Do they propose full size trial assemblies off site? [DCM Response] Trial assemblies are guaranteed, particularly when one fabricator mates to another fabricator. These trial assemblies would be performed in our staging yard (So. Plainfield, NJ).
9.	Means & Methods: 5 th paragraph, 4 th sentence; "Precast and steel for platforms in Path Area will be loaded on railcars at our yard and shipped to Path rail access area for inspection and transport to unloading area at site." Is shipping from your yard to path rail access area included in DCM's proposal? Explain your understanding of shipping steel to the site, including whether the proposed Marshalling Yard is essential to your plan. Clarify what your commercial proposal is based on. [DCM Response] (See previous response regarding transporting material via rail to the jobsite). DCM is not planning on using the PCJV Marshalling Yard. We have our own yard that we are planning to use; we need to use our So. Plainfield, NJ yard. Using the PCJV Marshalling Yard is not in our system and would result in a greater cost for us.
10.	Your annual construction volumes have increased from 32M in 04 to 166M in 2009. How would award of Options A, B, or C affect your company organization and size? [DCM Response] We have worked in NYC a long time; we have a long list of foremen who have worked with us. In Canada we have had over 1,000 men in field at one time. Volume is not an issue – we have the fabrication shop, the holding/marshalling yards, and the manpower. We are currently talking to enough suppliers to be over supplied for this project. In working on Tower One and Tower Four, we will have the advantage of manpower issues – we would be able to pull workers from the other WTC projects to staff off-hours work. How much of your (Larry Davis') time will be dedicated to the project? [DCM Response] Larry Davis would spending 100% of his time between all projects on the WTC site.
11.	Have they selected all their team members, or is that only going to happen when they go and "buyout the job" [DCM Response] DCM is planning on spreading the fabrication through many shops in order to benefit many fabricators during this economy. Final agreements are not in place yet, but we have prices from the fabricators that we have presented on our org. chart.
12.	What local presence will there be if any fabrication is done outside of the USA? Will this person be an employee or hired consultant? What experience have they had recently with importing material from overseas to the eastern seaboard of the USA? [DCM Response] DCM has experience working with foreign fabricator on WP8. DCM will have people in Spain. DCM has performed work world-wide, dealing with foreign fabricators in Mexico, Africa, and India.
13.	On Form 2A Bid Breakdown; Explain the costs you list under Engineering. For information, the intent of the engineering line item is to capture costs involved in detailing the steel including engineering of cambers to suit your erection sequence, costs involved in designing temporary structures, and purely engineering (but not drafting) costs involved in preparing shop drawings. no other costs are intended to be represented in this category. Advise whether this is what is presented in your form 2A. [DCM Response] All engineering and drafting was included in this line item because engineering and drafting is interrelated. DCM can break down this item between engineering drafting.
14.	Did DCM give thought to alternate means? [DCM Response] Yes, we did consider the use of tower cranes. We would need to further study the capacities of tower cranes. We were looking at a FAVCO 1280, however we are not comfortable with this option yet. There are many heavy picks. There is more flexibility with the crawler cranes because they can move – it is easy to walk crawler cranes on mats.

RFP/CONTRACT NO.: W07C-GC1-2-KN0186-020
 STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE –
 FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
 COATING, METAL DECK & PRECAST CONCRETE WORK

15.	<p>Means and Methods on Transit Hall – explain difficulty with erecting the north and south sections first. What is the impact?</p> <p>[DCM Response] The issue with erecting the north and south sections of the Transit Hall first in lieu of the east and west ends first relates to the sizes of pieces and the proposed ramp. The ramp would need to be extended further to the east and west ends in order to erect the east and west arches. Also, if we could erect the first level of the east and west sections, then we could start the welding in these sections while we work on the north and south sections. However, we can make the schedule if had to follow sequence in contract documents.</p>
16.	<p>Who are the firms that you are seeking to use as M/WBE?</p> <p>[DCM Response] Names of firms were presented today in presentation. PCJV comment that firms need to be PA certified M/WBEs. PCJV can assist in the certification process if the company information is submitted. If firms do not receive PA certification, DCM will need to develop a contingency plan for meeting the 17% M/WBE goal.</p>
17.	<p>1-Line: What is elevation for cranes in East bathtub?</p> <p>[DCM Response] We can accommodate whatever the elevation of grade is at time the work is performed. However, we will need a proper, level, graded surface for the cranes.</p>
18.	<p>Briefly describe the sequence of tied arch construction and the 1-Line box. There is an issue with access for installing the invert beams – you need to be aware of limited access caused by bracing and PCJV's sequence for installation of the bracing.</p> <p>[DCM Response] We would build both arches simultaneously starting at the ends and working toward the middle. We would tie across with the roof beams as we erect the arches. We plan to feed the invert beams under the box after the tied arches are installed. We realize that this will be a tight area.</p>
19.	<p>Due to the size and nature of this project, we can expect changes as the shop drawings progress – what is DCM's action to keep costs and impacts to schedule to a minimum? We want to get away from the claim mindset.</p> <p>[DCM Response] We've been in the steel business all of our life – we are used to changes. We can handle changes quickly because we perform detailing in-house. If there is a change once a piece is fabricated, we can affect changes in our marshalling yard. On other projects, we have had a crew renovating a building while it is still being built because of tenant changes after the building was fabricated. We have a whole staff to handle changes – changes will not be an issue.</p>
20.	<p>If the area of the Transit Hall is at elevation 228 instead of elevation 240 – can you erect the 1-Line steel without any issues?</p> <p>[DCM Response] Yes.</p>
21.	<p>What is your current backlog in terms of dollar amounts of total contracts held? Are you currently chasing any other big work?</p> <p>[DCM Response] For 2009 - \$30-40M, for 2010 - \$40-50M. These are values for combined fabrication, erection, material, and labor. We currently need work for our field operations and for our engineering & drafting staff. Our sub-fabricators are dying for work. For our Tower One contract, if you take off \$65M for raw material costs, we have about \$150M left on the contract. We have no other big work and we are not currently chasing any other big work. We have an arrangement with the Canadian government to provide unlimited insurance on all receivables (provided that our client has strong financial and payment records – EDC will check our clients records). A meeting with EDC can be scheduled. DCM to provide additional financial information.</p>

ADDITIONAL QUESTIONS for DCM RESPONSE

1.	What means will the subcontractor employ to ensure protection of work areas to permit progress on production welding during unfavorable weather conditions?
2.	What means will the subcontractor employ to access elevated points of work? The number of work points may require more lifts than can be supported by existing and temporary structures.

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3.	What is the anticipated peak manpower and provisions afforded for change shanties and administrative space.
4.	The bidders have indicated use of multiple fabricators. What means of expediting and tracking programs are to be maintained and what means of global expediting and quality assurance are to be provided?
5.	How do you plan to control the off site fabrication of steel and Precast units? a. Who will be in charge of this? b. How does he/she plan to interact with the suppliers? c. Who will be conducting the review and approval of the fabrication QC plans, procedures, WPS's, WPQR's, qualifications, material certs, etc. prior to submission to Phoenix QC? d. Will you have a shop presence? If so, at what percent of the time? Will this be a sub or an in house person? e. Who will be signing off the products prior to departure from the plant (authorization for shipment?)
6.	How do you plan to control on site erection, bolting, and welding? f. Who will be in charge of this? g. How does he/she plan to interact with the subs? h. Who will be reviewing the sub QC Plans, qualifications, procedures, inspection and testing reports, etc. prior to submission to Phoenix? i. Will the quality staff members be dedicated to quality alone? Or will they have other functions? j. Will the on site quality staff be in house or subcontracted personnel?
7.	Status of inspection control devices a. What methods will you use to differentiate between inspected, not, inspected, rejected, and unfinished work? b. How will you confirm that an area has been complete and is ready for final inspection and turn over?
8.	What is their position on PCJV's send home policy for IDLH violations?
9.	In the event of a safety related incident is the full content of the ensuing investigation provided to PCJV?
10.	What turnaround period have they assumed for approval of shop drawings?
11.	How many shop drawings do they anticipate for the whole project
12.	What will be the maximum number of shop drawings they plan on submitting in one submission?
13.	Do they intend submitting every piece drawing and if so what size drawing?
14.	What turn around period have they assumed for answering RFI's?
15.	For coordination purposes what software, if any do they use to track submittals
16.	On page 1 of DCM's technical proposal item number 5.1.5, DCM states "DCM Erectors, Inc. utilizes...Tekla's X-Steel...to gage progress and project actual versus desired project requirements." Does DCM intend to use Tekla on this project and if so, will DCM make this model available to other project stakeholders for 3D coordination purposes?
17.	Phasing Plans - Please provide number of work trains to be provided by PCJV.
18.	Please supply us with a matrix showing percentage of the time each person will be working on the Hub along with their location NY field, etc.
19.	Are the Spanish fabricators going to use "FABTROL"?
20.	Lovett has listed a Partner plus two senior consultants. Are they full time on this project?
21.	Where will you be storing the pre-cast?
22.	Please supply us with a schedule that indicates what you have assumed as the status of the active station, G.O; station closed; closure etc.
23.	Your means and methods plan presented in the Technical Proposal seems to indicate access to the work area from the top of the 1-Line box. This is not allowed. Please confirm that you do not need to access the work area from the top of the 1-Line box.



3/12/09

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FIRE RESISTANT COATING, METAL DECK AND PRECAST CONCRETE WORK

AGENDA

Final Meeting with Selected Prime Offerors
Dated March 12 & 13, 2009

Location: Phoenix Constructors JV 115 Broadway, 18th Floor New York, NY 10006

1. Commercial Proposal [45 minutes]
 - Bonding – WDC / WS / SQ
 - Missing Line Items – WDC / JQ / SK
 - Commercial Clarifications / Exclusions – WDC / WS / PM / JQ / SK
 - Unit Prices – PW (VM)
 - Pricing Review
 - Intumescent Cost – application procedure (shop vs. field)
 - Steel Material Cost – escalation
 - Steel Labor
 - OCIP – confirmation Workers' Comp & General Liability are excluded from price
2. Bid Scope Review and Clarifications [30 minutes]
 - Offeror's Responses to Questions – Various
 - Safety – JB / CR
 - Quality Control – TT (EM)
 - WP8 Deletions & WP21 Clarifications – WDC / JQ / SK
3. Material Quantities / Bust Review [30 minutes] – PW (VM) / JQ
4. Changes To Exhibit 2A (Pricing) [20 minutes] – JQ
5. Technical Proposal / Presentation [45 minutes]
 - Means & Methods (Logistics, Phasing, Crane Plans) – LS/ BR/GS/JS/ MML
 - Schedule and Work Hours – LS/ BR/GS/JS/ MML
 - Technical Clarifications / Exclusions – LS/BR/GS/JS/MML/BP
6. Any New / Additional Information for the Offerors [20 minutes] – LS/BR/GS/JS/MML
 - Alternate Methods
7. Review Next Steps [15 minutes] – WDC

DeVito, Ronald

From: Qureshi, Javed [Javed.Qureshi@bovislendlease.com]
Sent: Thursday, March 12, 2009 5:59 PM
To: Charles Dougherty
Cc: darrell.waters@phoenixconstructors.com; Winsper, Gary ; Peters, Brian; Reilly, Brian; McLoughlin, Mike; Reichert, Walter; Lennart.Stenman@phoenixconstructors.com; patrick.mullin@phoenixconstructors.com; patrick.ward@phoenixconstructors.com; DeCamp, William; Kremmidas, Sara; Tom.Tyler@phoenixconstructors.com; Saukin, Walter; jonathan.saukin@phoenixconstructors.com; jeffrey.barnett@phoenixconstructors.com; corky.rusnak@phoenixconstructors.com; Leone, Saverio; Camilleri@pb-urs.com; DeVito, Ronald; Cose, Patricia; Abdill, Shamsell; Barry DeFoe
Subject: RE: RFP#: W0TC-GC1-2-KN0186-020 Transit Hall Structure to Grade - Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work

Charles Dougherty:

Further to Phoenix/PANYNJ Final Meeting with W&W Steel, attached are Phoenix Constructors JV's response to "Special Terms & Conditions, Exceptions & Clarifications" submitted by W&W Steel with their Commercial Proposal. W&W Steel is requested to include all responses stated above into consideration for the BAFO due on Monday March 16, 2009 on or before 5:00 PM

<<W&W Special Terms - PCJV Response.pdf>> <<W&W Special Terms.PDF>>

Regards.

Javed I. Qureshi | 212.616.5800 Main
Contracts Administrator | 646.467.7219 Direct
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W&W

Special Terms & Conditions, Exceptions & Clarifications

Response to W&W's list included in Commercial Proposal.

1. Acceptable.
2. Acceptable.
3. Not Acceptable. Scope of work includes steel work shown on structural drawings and as identified in the Exhibit 1 – Statement of Work and Addenda #001 through #020 that have been issued to date.
4. Acceptable.
5. Acceptable.
6. Not Acceptable. Refer to Addendum #01, response to Question 4.
7. Acceptable with respect to the provision of the transfer yard only. The Offeror is to include any and all costs associated with labor required to unload and reload the material from their transport (trucks) onto the PATH rail cars. Also refer to Addendum #013 revised response Item #D.
8. Acceptable.
9. Not Acceptable. For example, refer to Addendum #015 response to Question 61 and Exhibit 1 – Statement of Work Item 3.43.
10. Not Acceptable.
11. Not Acceptable. Rebar installation in precast elements shall be included as shown in Contract Documents.
12. Not Accepted. Refer to Exhibit 1 – Statement of Work Item 2.1, “All references in this Exhibit 1 Statement of Work, the Drawings and the Specifications to “Contractor” or “Subcontractor” shall mean the Subcontractor.
13. Accepted.
14. Not Accepted. All engineering, detailing, fabrication and erection shall be performed in accordance with the tolerances listed in the Contract Documents (for example, refer to Drawing S0002, Addendum #2, Item 5.16).
15. Not Accepted. All means and methods are to be submitted by the successful Offeror for review and approval by PCJV / PANYNJ. Refer to Addendum #019 item entitled “Oral Presentations”.
16. Partially Accepted. Or as by Exhibit 1 – Statement of work and Addenda #001 through #020.
17. Not Accepted. All crane work to be performed in accordance with the Contract Documents. Refer to Addendum #016 response to Questions 18b, 18c, and 18d.
18. Not Accepted. W&W shall refer to the specific guidelines for PATH Work Trains in Attachment “F” and revise their needs accordingly.
19. Not Accepted. Refer to Addendum #011 response to Question 1.
20. Partially Accepted. Refer to Addendum #014 response to Question 21.
21. Not Accepted. PCJV will provide general lighting; the Subcontractor is to provide any and all task specific lighting.
22. Acceptable.
23. Partially Accepted. Offeror to include any underpinning, temporary bracing, and ventilation required for their own work. Offer to include demolition as stated in Addenda. Accepted with regard to foundations and temporary partitions.
24. Not Acceptable.
25. Not Accepted. Refer to Exhibit 1 – Statement of Work Item 3.31.
26. Partially Accepted. The work shall include the Transit Hall East and West Stairs, refer to Exhibit 1 – Statement of Work Item 3.1.1.C.

27. Not Accepted.
28. Not Accepted. Refer to Exhibit 1 – Statement of Work Item 3.3.
29. Not Accepted. Refer to Addendum #015 response to Question 61.
30. Not Accepted. Refer to Addendum #015 responses to Questions 62 and 63.
31. Not Accepted.
32. Not Accepted.
33. Not Accepted.
34. Not Accepted.
35. Not Accepted. All work to be performed in accordance with the Contract Documents.
36. Not Accepted.
37. (Not used).
38. Provisions for changes are stated in the Contract Documents.
39. Not Accepted.
40. Not Accepted.
41. Proposed substitutions shall be submitted for review and approval by PANYNJ.
42. (Reviewed separately)

WTC TRANSPORTATION HUB
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FURNISH, FABRICATE AND ERECT STRUCTURE STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK
2nd STEP RFP – ALTERNATE COMMERCIAL PROPOSAL

Special Terms & Conditions, Exceptions & Clarifications

The W&W Steel alternate technical and commercial proposals for bid Options A, B, and Alternate Option C are based on the following special terms and conditions, exceptions and clarifications. Please note that the items included in this list take precedence over any other WOTC-GC2-3-KN0186-020 contract or bid document.

1. W&W Steel excludes snow removal of streets, sidewalks or other areas of the site that W&W Steel is not working.
2. W&W Steel excludes the requirements to broom clean the work areas of this project.
3. W&W Steel excludes any steel work shown on any drawings other than structural drawings.
4. W&W Steel excludes any barricades, fences or any temporary protection of the railroads, pedestrian or vehicular traffic.
5. W&W Steel excludes all flagging costs.
6. W&W Steel excludes all railroad shutdown costs.
7. W&W Steel excludes any cost associated with the transfer yard in the PATH yard. The yard shall be fenced, leveled and complete with a rail spur for W&W Steel's use.
8. W&W Steel requires PCJV to provide firm and level access for W&W Steel crawler cranes located in the Transit Hall area of the site.
9. W&W Steel excludes all grouting work required for the steel structure.
10. W&W Steel excludes any caulking, sealing or wash-down of precast.
11. W&W Steel excludes any rebar installation.
12. W&W Steel's proposal is based on all work required by Exhibit 97 as being performed by the contractor, with the contractor meaning PCJV and not W&W Steel.
13. In Exhibit 24, item 2, paragraph 1.14. W&W Steel's lump sum price for each option is based on using W&W Steel's selected storage yard. W&W Steel does not need the use of the marshalling yard furnished by PCJV.
14. All engineering, detailing, fabrication and erection included in W&W Steel's proposal are strictly and only in accordance with the tolerances listed in the current AISC Code of Standard Practice.
15. The means and methods for the erection of the project are as outlined in the Alternate Technical Proposal, 5.05 Methods section, submitted to Phoenix Constructors, JV on 2/23/2009. All erection will be completed in strict accordance with the procedures outlined in this section. This section illustrates the intended erection plan through narratives by specific work area and logistics drawings (PHCL-1 through PHCL-6, 1-Line CL1 through 1-Line CL3, and THCL-1 through THCL-5).
16. The extent of the scope of work shall only include Package 20.
17. All picks shall be within the limitations of the manufacturer's load chart for each specific crane and configuration. Further factors of safety have not been assumed to be required based on

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2nd STEP RFP – ALTERNATE COMMERCIAL PROPOSAL

the enclosed condition of the 1-Line and PATH Hall rail structures and the limitations of erection work being coordinated with track/train outages and shutdowns.

18. W&W Steel will require 2 drive engines/day with 3 to 4 cars each for every day of PATH Hall platform steel and mezzanine precast erection. See the project schedule located in the W&W Steel Alternate Technical Proposal, 5.5 Schedule section for specific erection durations for each track/platform.
19. The temporary PATH Hall roof is assumed to be able to support 160' high reaches.
20. W&W Steel excludes all costs for all standby trades (e.g., master mechanic, maintenance engineer, electrician, and teamster) for all shifts.
21. W&W Steel excludes all project lighting for all night and interior work.
22. W&W Steel excludes the maintenance and removal of all safety cables following the completion of its work in each area.
23. W&W Steel excludes all underpinning, foundations, temporary bracing (except as required for W&W Steel's own work), temporary partitions, ventilation, and demolition (except of crane platform removal).
24. W&W Steel excludes any work related to column relocations and removals as shown/described on Drawings S1060, S7650, S7654, S7655, and S7670.
25. W&W Steel excludes all work related to the elevator framing referenced on Drawing S7682.
26. W&W Steel excludes all work related to steel stairs and handrails.
27. W&W Steel excludes all grouting and caulking of all precast connections and joints, etc. with exception of structural connection of precast units above tracks 3 & 4. All adhesive and connection material for this joint shall be supplied by others. All other grouting of any kind is excluded.
28. W&W Steel excludes the welding of plates shown at concrete slab construction at elevations 253', 265'-8", and 273'-6" as shown in the Transit Hall and as shown on Drawing S7572 for the PATH Hall (and all similar details).
29. W&W Steel excludes work items 1, 2, 3, and 7 as shown in Detail D/1 on Drawing S6676.
30. W&W Steel excludes all demolition and concrete work shown on Drawings S6680, S6681.
31. Architect/PANYNJ to accept and sign off all shop and field applied Epoxy Intumescent Coating System work **on a daily basis**. No rework of Epoxy Intumescent Coating System or finish will be performed after 24 hours of initial installation without additional time and material payment.
32. Architect/PANYNJ to accept Epoxy Intumescent Coating System thicknesses prior to award of contract. Any increase in thickness after award will be paid for on a time and material basis.
33. Architect/PANYNJ to accept the terms of the attached Epoxy Intumescent Coating System warranty (**Attachment 2**) prior to award. No modification to the Epoxy Intumescent Coating System warranty will be accepted thereafter.
34. Volatile Epoxy Intumescent Coating System material chemical price escalations resulting in an increase greater than 10% over the cost in the first quarter of 2009 and documented by

- applicable US Bureau of labor statistics or other public domain data shall be paid for by PANYNJ. W&W Steel will accept an escalation clause addressing this item similar to the steel escalation clause published in addenda #14.
35. Surface preparation for field connections and re-work required for Epoxy Intumescent Coating System in the field shall be performed with hand compounding (see below addendum);
36. Monthly payments shall be made to W&W Steel for all labor and materials used in the shop work underway in both the shop and field as follows:
- i. Progress payments to be made monthly by PANYNJ for the following items stored and/or completed through the end of each month, with payment received no later than the 15th of the month following W&W Steel's application for payment:
 1. Stored project-specific raw materials for Epoxy Intumescent Coating System.
 2. Epoxy Intumescent Coating System work in progress.
38. W&W Steel's proposal is based on a large majority (approximately 90%) of the Epoxy Intumescent Coating System to be installed in the shop prior to field erection. If circumstances beyond the Contractor's and Subcontractor's control such as, but not limited to, slow shop drawing turn around, delays by other different trades, etc., result in a greater portion of the work being performed in the field, the contract will be adjusted.
39. W&W Steel excludes heat, weather and winter protection. Customer to maintain ambient and steel substrate temperature of greater than 50 degrees during installation and curing of Epoxy Intumescent Coating System. Customer to maintain weather and ambient temperature protective systems to keep the steel substrate dry during installation and curing of Epoxy Intumescent Coating System.
40. Drawing S6672, General Notes: Structural Vibration Isolation. W&W Steel takes exception to notes 4 and 5. These items will remain the responsibility of the designer and the contractor.
41. Plates greater than 3" thick are not available as HPS 50WF2. W&W Steel offers to furnish any material greater than 3" thick listed as HPS 50WF2 as 88 g B. Modified for gauge. W&W Steel will agree to the alternate material only if the price is equivalent to HPS 50WF2, however, it will be ordered under different name.
42. All specific contract requirements listed in the contract documents shall apply to Subcontractor Agreement (Attachment 1).

Attachments to this document:

- Attachment 1: W&W Steel's subcontractor agreement for engineering
Attachment 2: Epoxy Intumescent Coating System

WP20 – Steel: Questions for W&W

GENERAL QUESTIONS (For all Offerors) & W&W RESPONSES

1.	<p>Is the subcontractor committed to complying with the PCJV requirement for fall protection when working above a height of 6'?</p> <p>[W&W Response] Is PCJV able to perform 6' fall on site now without problems with Local 40? Derr has no experience with Local 40; has international agreement with ironworks and has worked all over country. Charlie Dougherty has relationships with Local 40. W&W is committed to doing 6' fall – but tight schedule – is it a team effort (relief for hiccups in schedule due to issues with Local 40)?</p> <p>Yes, PCJV is performing 6' fall protection now – contractual requirement of all PCJV subcontractors. There have been issues – there are different entities on site (between Tower One, Memorial, WTC Hub, etc.). PCJV and subcontractors have been complying fully on 6' fall protection and there have been disciplinary actions for non-compliance. There was an issue with Local 40, which was resolved, and there have been no further issues for months. The issue was settled in arbitration. This will probably be arbitrated again – it's a fact of life, but you can't let Local 40 tell you how to do your work. PCJV would help W&W with any issues, but only with W&W's full contractual commitment to 6' fall protection.</p>
2.	<p>The Inspector General and PCJV review of your safety record have indicated a higher than average number of Total Recordable and Lost Workday Incidents. Please comment on your safety record.</p> <p>[W&W Response] Our new erector, Derr, has provided their response to the safety questionnaire and their rates are well below the rates stated in the PCJV documents. PCJV and the IG will review the information from Derr and will forward the evaluation results to W&W for comment.</p>
3.	<p>When do you expect to connect the station plate girders and spine to the East Box Girder. How does this relate to concrete work at plaza level and to removal of shoring. Explain your understanding of engineering of the steel cambers as it relates to these subjects and shop detailing and fabrication.</p> <p>[W&W Response] We understand that the roof concrete will have to be installed while the center spine is temporarily supported. We will release the temporary supports after welding and concrete are complete. W&W acknowledges that we must perform the engineering related to the cambers and sequencing. Ruby is slated for analysis of the roof structure – design jacking, sequencing, pre-determined cambers, etc. We will design flexibility into jacking towers for accounting for cambers.</p>
4.	<p>Two of the three bidders include information as to hiring a welding consultant (D.L. McQuaid). It is anticipated that the type and volume of welding will require a team, within the subcontractor's employ, to manage the qualification of welds, welder qualifications, supervision for fit-up, in-process welding supervision, mapping of welds, weld sampling/testing, and documentation. Will the welding consultant and welding support staff be full time at the project site for preconstruction activities and throughout construction?</p> <p>[W&W Response] W&W has a full QC staff and inspectors in each production facility; Horta does as well. Horta to use AWS standards for inspection (familiar with AWS), currently employ AWS CWIs. Derr to have as many CWIs onsite as required – will track inspection status and has used weld maps regularly.</p>
5.	<p>The bidders were advised that additional member splices likely would be required in order to comply with the capacities of the proposed cranes and crane platforms. Has the subcontractor performed an assessment of the load/capacity combinations and incorporated the cost of all additional splices in their proposal as required by the subcontractor's proposed means/methods/equipment?</p> <p>[W&W Response] Yes.</p>
6.	<p>Schedule: Due to the very confined site and logistics with other contracts and work areas please explain your approach to maintaining as much as possible a continuous work operation.</p> <p>[W&W Response] Our schedule shows that the milestones will be met. We have selected</p>

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	partners that we know can perform the work. The key to continuous onsite work is the engineering and production.
7.	The subcontractors have indicated the use of flat cars and track occupancy in order to execute their construction activities. Have the subcontractors incorporated the costs associated with PATH's language specific to work train utilization, probability of meeting track outage requests, and outage cancellations? [W&W Response] Yes, the documents are clear.

W&W SPECIFIC QUESTIONS & RESPONSES

1.	Clarify their position on the 6' fall tie off, wasn't clear what the purpose was of the alternate proposal. Is the only difference between the Primary and Alternate Technical Proposals the 6' rule versus OSHA Subpart R.? What is the pricing in your Commercial Proposal based on? [W&W Response] Price includes compliance with 6' fall protection. Our question relates to Local 40 -- is there the ability to discipline ironworkers for not complying with 6'.
2.	Are ALL safety requirements 100% pass through to second, third, etc tier subcontractors? [W&W Response] Yes.
3.	Do they intend having a full time dedicated safety professional on site all working hours [W&W Response] Yes.
4.	Is scheduling done in- house or outsourced? The format of your schedule was not compliant with the contract requirements (use of Microsoft Project in lieu of Primavera) -- why? [W&W Response] Scheduling will be performed in house, depending on our resources; we may outsource. Primavera will be used. We did not have access to Primavera program when we developed our Technical Proposal. We have previously used Primavera.
5.	Have they intentionally moved the crane runway, being furnished by PCJV, one bay west? This may interfere with the sequencing for the first section of roof we hand over [W&W Response] Yes. We have positioned the cranes toward the center part of the PATH roof in order to pick the heavy loads on the west side of the roof. We can work with PCJV as far as size and location of platform. The platform is used to spread the loads from the tower crane (tower cranes do not go to foundations) and for material storage.
6.	What is driving their choice of cranes, 2 tower versus 2 crawler? [W&W Response] The tower cranes can pick 80 tons at 100' radius (crawler cranes can pick only 50 tons at 100' radius). The two tower cranes were selected to facilitate the schedule and because they do not occupy a lot of space on the roof. We have revised our means and methods so that both tower cranes are fixed mounted -- NO bogie. We will need an assist crane (crawler crane operating on the crane platform).
7.	How does the erector plan to get a NYCDOB CN for a Favco 1280 on a bogie system? Does the erector have a CD for a Favco 1280? [W&W Response] We are confident that can get a CN. Do not know if there is a CD for a Favco 1280.
8.	You did not quantify PATH partial outages or full station closures, nor NYCT GO's for performing the work. Explain how you intend to perform the work in the PATH station and over and within NYCT 1 line. [W&W Response] PATH Hall -- major setting of roof elements during Type 2 closures (52 hour weekend closures); during weekdays, erection crews will perform prep. work (set up rigging, prep. Falsework, etc.); some night closures to perform piece erection. 1-Line Subway Box -- Hoisting of East and West arches at night, framing below the box during the day. We would use the 6-week outage for setting the elastomeric bearings and jacks and to perform the load transfer. We can share the 6-week outage, we do not need the full 6 weeks to do this work.
9.	Explain your understanding of shipping steel to the site, including whether the proposed Marshalling Yard is essential to your plan. Clarify what your commercial proposal is based on.

RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020
 STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE –
 FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
 COATING, METAL DECK & PRECAST CONCRETE WORK

	[W&W Response] We would use a holding yard in So. Plainfield, NJ – our proposal is based on this. We do not intend to use the PCJV yard. W&W would like assistance of PCJV in obtaining permits.
10.	Has time for intumescent coating been included in the schedule that you provided? Explain the scope of intumescent coating as you understand it in Work Areas 1, 2 and 3. [W&W Response] Yes we have accounted for spray on application of the intumescent coating in our schedule. The precast intumescent coating that was discussed in our presentation was just a discussion, it is not included in the schedule. We are currently carrying a conservative number to cover the costs of the intumescent coating, so we feel comfortable that we can perform the work. Currently, Horta would ship their steel for intumescent coating application in the USA. Our understanding of the scope is as follows: PATH Hall – all roof members except AS-1 & BS-1 girders, the East Box girder is partially coated, including a portion of interior; 1-Line – the arches and the ribs below the box are coated; Transit Hall – the oval ends and columns below are coated. The Oculus is not in the price.
11.	What local presence will there be if any fabrication is done outside of the USA? Will this person be an employee of hired consultant? What experience have they had recently with importing material from overseas to the eastern seaboard of the USA? [W&W Response] Terry Logan has been hired by Horta to assist with AISC certification of their shop. W&W will put a project manager in Spain. W&W imports steel all the time to the Gulf Coast – we will have someone in the USA dedicated to managing importation of the steel also.
12.	Are the locations of shoring towers for trial assemblies the same as for erection? [W&W Response] No, not necessarily.
13.	What is the anticipated heaviest lift? Is the assist crane (crawler) on the crane platform or the E-W Connector? [W&W Response] Approximately 90 tons. The assist crane is on the crane platform.
14.	Has Horta imported steel to USA? [W&W Response] In 2001, Horta imported steel for a project in Kentucky. The steel was shipped from La Coruna, Spain to ports New Orleans & Newark, then transported to Kentucky. W&W has already engaged a customs broker (MG Mayer) who does work for importing material into Newark.
15.	You discussed major trial assemblies – 9 major assemblies. This seems like a linear process. Is this worked into your schedule? [W&W Response] Yes the trial assemblies are worked into our schedule. We could perform more than one trial assembly at one time. The schedule for the trial assemblies are synchronized with feeding the erection.
16.	What is your material tracking system? [W&W Response] We use a Barcoded tracking system that is computerized.
17.	It seems that you have changed the phasing of PATH station mezzanines – it is a requirement to keep three tracks and two platforms open at all times. Please check. [W&W Response] W&W will review – we did not intend to deviate from contract requirements.
18.	Please forward Derr Quality Plan, including resumes of key personnel & any third party inspectors, as well as standard reporting forms. [W&W Response] OK.

W&W Question: If we are successful, we request that our engineer be allowed to meet with your project engineer to discuss concepts for a duration of 1 – 3 weeks. We have identified some small design errors discovered that need to be discussed. This would greatly facilitate starting our production efforts.

PA stated that they would support this.

ADDITIONAL QUESTIONS for W&W RESPONSE

1.	What means will the subcontractor employ to ensure protection of work areas to permit progress on production welding during unfavorable weather conditions?
2.	What means will the subcontractor employ to access elevated points of work? The number of work points may require more lifts than can be supported by existing and temporary structures.
3.	What is the anticipated peak manpower and provisions afforded for change shanties and administrative space.
4.	The bidders have indicated use of multiple fabricators. What means of expediting and tracking programs are to be maintained and what means of global expediting and quality assurance are to be provided?
5.	How do you plan to control the off site fabrication of steel and Precast units? a. Who will be in charge of this? b. How does he/she plan to interact with the suppliers? c. Who will be conducting the review and approval of the fabrication QC plans, procedures, WPS's, WPQR's, qualifications, material certs, etc. prior to submission to Phoenix QC? d. Will you have a shop presence? If so, at what percent of the time? Will this be a sub or an in house person? e. Who will be signing off the products prior to departure from the plant (authorization for shipment?)
6.	How do you plan to control on site erection, bolting, and welding? f. Who will be in charge of this? g. How does he/she plan to interact with the subs? h. Who will be reviewing the sub QC Plans, qualifications, procedures, inspection and testing reports, etc. prior to submission to Phoenix? i. Will the quality staff members be dedicated to quality alone? Or will they have other functions? j. Will the on site quality staff be in house or subcontracted personnel?
7.	Status of inspection control devices a. What methods will you use to differentiate between inspected, not, inspected, rejected, and unfinished work? b. How will you confirm that an area has been complete and is ready for final inspection and turn over?
8.	What is their position on PCJV's send home policy for IDLH violations?
9.	In the event of a safety related incident is the full content of the ensuing investigation provided to PCJV?
10.	Specifically who is the precast sub for the smoke plenum?
11.	What turnaround period have they assumed for approval of shop drawings?
12.	How many shop drawings do they anticipate for the whole project
13.	What will be the maximum number of shop drawings they plan on submitting in one submission?
14.	Do they intend submitting every piece drawing and if so what size drawing?
15.	What turn around period have they assumed for answering RFI's?
16.	For coordination purposes what software, if any do they use to track submittals
17.	In several instances in W&W's technical proposal, references are made to W&W's BIM and 3D capabilities including samples of work performed in Tekla and SDS/2. Specifically, W&W states "W&W/AFCO Steel plans to actively participate in all BIM activity and will use successful past experience with 3D modeling to benefit the entire project team and owner." In this spirit, what is W&W's plan for implementing BIM for their scope of work on the WTC Transportation Hub project and how will these models be shared with the other stakeholders to enable maximum benefit from W&W's modeling efforts?
18.	Schedule: Please provide the number of work trains required.
19.	Safety Plan: Is the only difference between the Primary and Alternate Technical Proposals the 6' rule versus OSHA Subpart R.?



Transmittal

WP #	020PRECON
Package Title	Station Construction and Transit Hall - Structure t
Date	01/05/2009
Transmittal #	0218
Classification	Procurement

Transmitted To

Ron DeVito (7th Fl.)
 Port Authority of New York & New Jersey - Priority
 Capital Projects
 115 Broadway
 7th Flr
 New York, NY 10006
 Tel: 212-435-7000
 Fax:

Transmitted By

Darrell Waters (18th Fl.)
 Phoenix Constructors JV
 115 Broadway
 18th Floor
 New York, NY 10006
 Tel: 212-616-5800
 Fax: 212-566-2350

Package Transmitted For
 Information

Delivered Via
 Hand

Tracking Number
 Created by: Ivan
 Roca

Item #	Qty	Item	Description	Notes	Reference
001	1.00	Binder	WTC Transportation Hub: File Summary Memorandum (FSM) Approval Request for 1st Step Pre-Qualification Short-Listed Offerors. Station Construction and Transit Hall Structure to Grade Furnish and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work - WOTC-GC1-2-KN0186-020	Action: Ron DeVito	WP #20 JAN 06 2009 20 PC-09-02201

Remarks

Phoenix Constructors JV, respectfully requests the Port Authority's written approval for 1st Step RFP Pre-qualification short listed offerors.

Cc:	Company Name	Contact Name	Copies	Notes
	Phoenix Constructors JV	Brian Reilly (13th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	Brian Peters (13th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	Craig McAnally (14th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	Gary Winsper (18th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	Javed Qureshi (18th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	John Kane (14th Fl.)	1	Letter + Binder (FYI)
	Port Authority of NY & NJ	Jonathan Lax	1	Letter + Binder (FYI)
	Port Authority of New York & New Jersey - Priority Capital Projects	Mark Pagliettini (7th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	Mike McLoughlin (16th Fl.)	1	Letter + Binder (FYI)
	Port Authority of New York & New Jersey - Priority Capital Projects	Patricia Cose (19th Fl.)	1	Letter + Binder (FYI)
	Port Authority of New York & New Jersey - Priority Capital Projects	Phil Camilleri (PB/URS)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	Records Management (14th Fl.)	1	Letter + Binder (File)
	Phoenix Constructors JV	Sara Kremmidas (16th Fl.)	1	Letter + Binder (FYI)
	Port Authority of New York & New Jersey - Priority Capital Projects	Saverio Leone (7th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	Sharon Quinn (18th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	Tom Tyler (18th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	Walter Saukin (18th Fl.)	1	Letter + Binder (FYI)
	Phoenix Constructors JV	William DeCamp III (18th Fl.)	1	Letter + Binder (FYI)

Transmittal

Phoenix Constructors JV	Walter Reichert (13th Fl.)	1	Letter + Binder (FYI)
Phoenix Constructors JV	William Quinn (18th Fl.)	1	Letter + Binder (FYI)

IVAN RECA

Signature

1/5/09

Signed Date



December 22, 2008

The Port Authority of New York and New Jersey
Attn: Mr. Ron DeVito
Program Manager
World Trade Center Transportation Hub
115 Broadway, 7th Floor
New York, NY 10006

SUBJECT: WTC Transportation Hub: File Summary Memorandum (FSM) Approval Request for 1st Step RFP Pre-Qualification Short-Listed Offerors. Station Construction and Transit Hall Structure to Grade Furnish and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work – WOTC-GC1-2-KN0186-020

Dear Mr. Ron DeVito:

Phoenix Constructors, JV respectfully requests the Port Authority's written approval for 1st Step RFP Pre-Qualification short listed offerors: American Bridge Company, DCM Erectors, Perini Corporation and W & W Steel to receive the 2nd Step RFP for Technical and Commercial proposal documents for submitting their proposals. Proposals and all relevant information and documentation are in the attached File Summary Memorandum, including, but not limited to, Statement of Work and Pre-qualification documents.

Thank you for your time and consideration.

Very truly yours,
PHOENIX CONSTRUCTORS, JV


Darrell E. Waters
Project Director

cc: Phoenix - W. Decamp, G. Winsper, W. Reichert, B. Peters, M. McLoughlin, B. Reilly,
J. Qureshi, S. Kremnidas, W. Saukin, C. McAnally, S. Quinn, W. Quinn, J. Kane,
T. Tyler, file

cc: Port Authority: M. Pagliettini, S. Leone, P. Camilleri, P. Cose, J. Lax.

DeVito, Ronald

From: Pagliettini, Mark
Sent: Monday, April 27, 2009 5:51 AM
To: DeVito, Ronald; Gallo, Frank; Leone, Saverio
Subject: Fw: WP 20 Steel - Meeting of April 24, 2009

Fyi

Sent from my BlackBerry Wireless Device

From: DeCamp, William
To: Pagliettini, Mark; Foley, Bill; Camilleri@pb-urs.com ; Puza, Dave; Foster, Lucy; Kremmidas, Sara ; Winsper, Gary
Cc: Darrell.Waters@PhoenixConstructors.com ; James.Pike@fluor.com ; Saukin, Walter ; DeCamp, William
Sent: Sun Apr 26 08:14:38 2009
Subject: WP 20 Steel - Meeting of April 24, 2009

Ladies and Gentlemen,

Draft Recap of Meeting:

- o Sign/Assign Steel Subcontract Simultaneously (Target date - 4/30/09; backup 5/1/09)
 - Phoenix to develop Assignment Language/Form
 - No risk to Phoenix
 - Scope remains the same as RFP (w/ Addenda)
 - No change to 6' rule
 - Dates per RFP Addendum #12 remain the same
 - DCM negotiations on 4/28/09 re their "Voluntary Commercial Alternatives" (Draft Agenda attached)
 - Phoenix to prepare final fully conformed contract on 4/29/09
 - Phoenix would insist that if Alternates are entertained they should be addressed in a separate letter from the Port Authority as opposed to being included in the Contract Cover letter from Phoenix to DCM
 - PA to identify their Steel Project Team for complete turnover @ Assignment
 - Phoenix provided Bill Foley with a hard copy of the draft conformed Contract, CD, and File Summary Memo (FSM)
 - Schedule for next week:
 - 4/28/09 Tuesday AM - Phoenix/Port Authority Pre-Meeting to confirm negotiating strategy
 - 4/28/09 10:00 AM - 3:00 PM - DCM Final Negotiations
 - 4/29/09 Wednesday - Finalize Assignment language/form and vette with PA and DCM; prepare final conformed contract and vette with DCM and PA; Phoenix - Steering Committee approval
 - 4/30/09 Thursday - Sign/Assign Contract

Thank you.

Will

4/30/2009

<<090428 DCM WP20 Contract Mtg Agenda.doc>>

William T. DeCamp III

World Trade Center Transportation Hub

Phoenix Constructors

115 Broadway, 18th Floor

New York, NY 10006

will.decamp@phoenixconstructors.com

646.467.7103 tel.

212.566.2356 fax.

646.423.6105 cell.

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RFP/CONTRACT NO: W0TC-GC1-2-KN00186-020
STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE
FURNISH, FABRICATE AND ERECT STRUCTURAL STEEL, INTUMESCENT
FIRE RESISTANT COATING, METAL DECK AND PRECAST CONCRETE WORK

AGENDA CONTRACT MEETING

DCM ERECTORS, INC.

Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating,
Metal Deck & Precast Concrete Work

PACKAGE: WP 20: Station Construction and Transit Hall Structure to Grade
RFP/ Contract No. W0TC-GC1-2-KN0186-020

DATE: 4/28/2009

TIME: 10:00 AM – 3:30 PM

LOCATION: 18th Floor Conference Room

- Option A / Hold Option B 120 days
- Addendum #3 Pricing
- Schedule
- DCM's Voluntary Commercial Alternatives
- Bid Bond
- Payment & Performance Bonds
- Deliverables – Checklists
- Schedule of Values / Trade Payment Breakdown
- Subcontracting Plan / Status of Subcontract Agreements
- Labor Rates and Equipment Rates
- Material / Mill Order
- Intumescent Coating Submittal Status



Phoenix Constructors, JV
115 Broadway, 18th Floor
New York, NY 10006
212.616.5800 Tel
212.566.2350 Fax

Darrell E. Waters
Project Director

April 29, 2009

Perini Corporation
Civil Construction
1022 Lower South Street
Peekskill, NY 10566
Attention: Mr. James M. Laing

Phoenix Constructors, JV Letter No. W0TC-09300-WP20PRECON-00014

Subject: Phoenix Constructors, JV Request for Proposal (RFP) No.: W0TC-GC1-2-KN00186-020 Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work

Dear Mr. Laing:

In reference to your letter dated April 10, 2009 regarding "BAFO for OPTION 'C' for contract W0TC-GC1-2-KN0186-020: WTC Transportation Hub, Station Construction and Transit Hall Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work," please be advised that per the Port Authority of New York and New Jersey Board of Commissioners' Press Release (Press Release Number: 40-2009) dated March 26, 2009 (Attached), and Phoenix' Letter dated March 30, 2009 (Attached), that contract has been awarded to DCM Erectors Inc.

Perini Corporation's unsolicited BAFO dated April 10, 2009 (Attached) is hereby returned to your office.

Thank you for your time and consideration.

Very truly yours,
Phoenix Constructors JV

A handwritten signature in black ink, appearing to read 'Darrell E. Waters', written over a horizontal line.

Darrell E. Waters
Project Director

atts

cc: Phoenix – G. Winsper, W. DeCamp, W. Saukin, S. Kremmidas, J. Qureshi
Port Authority – L. Foster, S. Pasichow, S. Leone, R. Devito, W. Foley

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PORT AUTHORITY BOARD AWARDS LARGEST CONTRACT FOR WORLD TRADE CENTER TRANSPORTATION HUB

Date: March 26, 2009

Press Release Number: 40-2009

Steel Contract Milestone Advances Transportation Hub and Memorial

The Port Authority Board of Commissioners today awarded a contract for more than 22,000 tons of steel for the World Trade Center Transportation Hub - the largest contract awarded to date for the major transportation facility.

The Board awarded a \$338.8 million contract to DCM Erectors to furnish, fabricate and erect 22,305 tons of structural steel for the Transportation Hub. The steel award covers steel to build the Transportation Hub to grade, including the Transit Hall, the permanent underpinning of the No. 1 subway box and Greenwich Street, and Hub-related pedestrian connections that link it to the other commercial components of the World Trade Center. The contract award came in at the Port Authority's estimate, which is significant in that steel prices throughout the region are now eight percent higher than they were last year.

The amount of steel awarded for the Hub project is equivalent to the entire weight of the USS New York (the Navy's new amphibious transport ship), or almost twice the amount of steel used for the new Yankee Stadium.

The structural steel award is always one of the most significant milestones in any large construction project, but this award takes on even greater significance to the World Trade Center rebuilding effort as a whole because of how interconnected the Transportation Hub is to the entire site, particularly the 9/11 Memorial. For example, the steel for the Transportation Hub will form part of the floor of the 9/11 Memorial Plaza. The Port Authority's October 2008 World Trade Center Assessment Report included an innovative construction solution to "build the roof of the transportation hub first," decking over the Hub to make sure the floors of the Memorial were ready in time for the 10th anniversary of 9/11. Because part of the Transportation Hub's roof serves as part of the Memorial Plaza's floor, this solution cut an estimated two years off the complete delivery of the Memorial Plaza.

Port Authority Chairman Anthony R. Coscia said, "This award is critical in meeting our commitments on the Hub and Memorial, and it's also great news for our local economy. I'm especially pleased that a significant portion of the steel will be fabricated in South Plainfield, N.J., providing jobs and economic growth for the region."

Port Authority Executive Director Chris Ward said, "This world-class company will help create a world-class transportation facility that will move 200,000 people every day. And with this award, we've moved one step closer to meeting our commitment to open the Memorial in time for the 10th anniversary of the September 11 attacks."

The award of the steel contract meets one of the key World Trade Center milestones established in the October 2008 World Trade Center Assessment Report.

DCM is a multi-national firm with headquarters in New York and Canada. DCM is furnishing and erecting the steel for both One World Trade Center and Four World Trade Center. They also have fabricated steel for the New York Times building, the Bloomberg Tower and the Time Warner Center, among many other projects in the region.

Significant progress has been made to build the Transportation Hub and its related components during the past year. The signature arches designed by architect Santiago Calatrava were installed last year to form the East-West Connector, an underground passageway that will allow travelers to go between the Hub and the World Financial Center. Currently, work is underway to dig a tunnel under West Street that will complete that link.

CONTACT:

The Port Authority of New York and New Jersey
Candace McAdams or Steve Coleman, 212 435-7777

The Port Authority of New York and New Jersey operates many of the busiest and most important transportation links in the region. They include John F. Kennedy International, Newark Liberty International, LaGuardia, Stewart International and Teterboro airports; AirTrain JFK and AirTrain Newark; the George Washington Bridge and Bus Station; the Lincoln and Holland tunnels; the three bridges between Staten Island and New Jersey; the PATH (Port Authority Trans-Hudson) rapid-transit system; Port Newark; the Elizabeth-Port Authority Marine Terminal; the Howland Hook Marine Terminal on Staten Island; the Port Authority Auto Marine Terminal; the Brooklyn Piers/Red Hook Container Terminal; the Greenville Yard-Port Authority Marine Terminal; and the Port Authority Bus Terminal in midtown Manhattan. The agency also owns the 16-acre World Trade Center site in Lower Manhattan and is a partner in the Access to the Region's Core tunnel project.

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Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10036
212.616.5800 Tel.
212.566.2350 Fax

Darrell E. Waters
Project Director

March 30, 2009

Perini Civil Construction
1022 Lower South Street
Peekskill, NY 10566

Attention: Mr. James Laing

Phoenix Constructors, JV Letter No. W0TC-09300-WP20PRFCON-00004

Subj: World Trade Center Transportation Hub - Work Package No. 20 - Station Construction and Transit Hall Structure to Grade: Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work - W0TC-GC1-2-KN0186-020 - Letter of Regret

Dear Mr. Laing:

We regret to inform you that pursuant to the Port Authority of New York and New Jersey Board of Commissioners' Press Release (Press Release Number: 40-2009) dated March 26, 2009, announcing the award of the contract to furnish, fabricate, and erect the structural steel for the Transportation Hub project to DCM Erectors, Phoenix Constructors, JV, as directed by the Port Authority, intends to enter into a subcontract agreement with DCM Erectors, Inc. for the subject scope of work (Option 'C' - Furnish, Fabricate, and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work Applicable to Works Areas 1 + 2 + 3 (PATH Station + 1 Line Subway Box + Transit Hall)).

Mr. Henry Cheung, Mr. Terry Flynn, Ms. Heather Cuffel, and the entire Perini Team demonstrated careful preparation, exceptional knowledge and understanding of the project, superb presentation, and remarkable professionalism throughout the process. We will maintain Perini's qualifications in our active resource files for future RFPs for which you may qualify.

Thank you for your time and consideration.

Very truly yours,
PHOENIX CONSTRUCTORS, JV

uwsc
Darrell E. Waters
Project Director

cc: Phoenix: W. DeCamp, G. Winsper, J. Qureshi, S. Kremmidas, W. Saukin
Port Authority: D. Tweedy, S. Plate, L. Foster, M. Pagliettini

Perini Corporation
Civil Construction
1022 Lower South Street
Peekskill, NY 10566
Tel: 914/739-1908 Fax: 914/739-5101

Perini

Over 100 years of excellence

April 10, 2009

Javed Qureshi
Contract Administrator
Phoenix Constructors, JV
115 Broadway, 18th Floor
New York, NY 10006

RE: BAFO for OPTION C for Contract W0TC-GC1-2-KN0186-020: WTC Transportation Hub, Station Construction and Transit Hall Structure to Grade – Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work

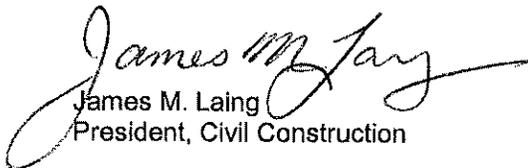
Dear Mr. Javed:

Perini would like to take this opportunity to advise Phoenix Constructors that since our BAFO submission, we have received vendors/subcontractor quotations which enable us to reduce our BAFO Option C price to **Three Hundred Seventy Million and Seven Hundred Thousand Dollars (\$370,700,000)**.

We offer this reduction in the event discussions with the apparent low-bidder do not prove fruitful; Perini is demonstrating our willingness to continue discussions with Phoenix Constructors and the Port Authority of NY & NJ.

If you have any questions, please do not hesitate to contact me or Henry Cheung at 914 739 1908.

Sincerely,


James M. Laing
President, Civil Construction



PCJV ICE

1+2

RFP/CONTRACT NO.: W0TC-GC1-2-KN0186-020

STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK
SINGLE COMBINED PROPOSAL FOR WORK AREA 1 PATH HALL + WORK AREA 2, 1 LINE
SUBWAY BOX

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

1.0 PAYMENT SCHEDULE

Full compensation to Subcontractor for full and complete performance by Subcontractor of all the Work, compliance with all terms and conditions of this Subcontract, and for Subcontractor's payment of all obligations incurred in, or applicable to, performance of the Work, shall be the sum of the lump sums and the value of the unit prices set forth below in paragraph 1.1 below. Phoenix Constructors JV will reimburse the Subcontractor solely for actual contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System (accepted work in place) for reimbursement in accordance with paragraph 3.0 entitled "Invoicing Instructions."

Prior to proposal and thereafter updated prior to contract execution, the subcontractor shall submit for approval by Phoenix Constructors JV:

- a Detailed Schedule of Values (Form 2A.5), in a format that is required by, and acceptable to Phoenix Constructors JV (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- a Detailed Estimate Breakdown (Form 2A.7), (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- an Earned Value System (Form 2A.8) which supports the method in which the work will be broken down and contracted, and which will be utilized to support future invoicing. The Earned Value System must utilize the Detailed Estimate which ultimately must roll up to Support the Schedule of Values (An Example of an Earned Value System has been provided in EXCEL Format in the enclosed CD),
- a Detailed Schedule (Form 2A.6) which contains enough detail to support the execution of the work and identify all interface points between contractor and all other Subcontractors (This form MUST be submitted prior to proposal with the detailed schedule attached. Thereafter, the subcontractor MUST submit a detailed cost loaded schedule within 5 days of Phoenix requesting the subcontractor to do so. This detailed cost loaded schedule will supersede the submission of the initial detailed schedule and will be updated prior to contract execution and on a monthly basis thereafter as indicated in clause 3.4 of this exhibit).

The above referenced submittals are to be provided in addition to all other required submittals mandated by the Terms and Conditions of this Subcontract, and/or required to substantiate the Subcontractor's work actually performed.



**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK
SINGLE COMBINED PROPOSAL FOR WORK AREA 1 PATH HALL + WORK AREA 2, 1 LINE
SUBWAY BOX**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Subcontractors and their respective employees, subcontractors, and suppliers must comply with all security requirements set forth in this Subcontract including Exhibit 19C "WTC PATH Identification Guidelines For Subcontractors;" and all additional security requirements imposed by The Port Authority of New York and New Jersey, Phoenix Constructors, or any additional party that Phoenix Constructors in their sole determination believes shall have the ability to request such requirements. The Subcontractor shall be solely responsible for all costs and/or expenses associated with the security, enrollment and identification procedures and requirements set forth within this Subcontract including but not limited to the actual Secure Worker Access Consortium (SWAC) enrollment cost of \$250.00 per individual and all associated costs associated with such enrollment. All security related costs must be included in the Subcontractors proposal.

Applicable Credits – The applicable portion on ANY income, rebate, allowance, or other credit relating to any allowable cost or any Subcontractor work, which is received by, or accruing to the Subcontractor, shall be credited to Phoenix or the Government either as a cost reduction or by cash refund. This includes, but is not limited to the resale or reuse of any materials. Such a credit must be reflected in the associated price proposal for the value of the subcontracted work.

1.1 Firm Fixed Price

The undersigned, having examined this RFP/Contract Documents for this Work Package and having visited the job site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and each and every item of cost to perform operations necessary to complete the work as required by subject RFP/Contract Documents, "Station Construction and Transit Hall Structure to Grade – Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

The base price proposed as provided for in Paragraph A (Option A) below should assume that **all materials will delivered to the WTC Site and any interim storage will be at the Phoenix provided Marshalling Yard** in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard."

A. Work Package # 20, Furnish, Fabricate and Erect, Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work

OPTION A:

**SINGLE COMBINED PROPOSAL FOR WORK AREA 1 PATH STATION + WORK
AREA 2, 1 LINE SUBWAY BOX**



**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

This base price proposed **assumes that all materials will delivered to the WTC Site and any interim storage will be at the Phoenix provided Marshalling Yard** in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard" :

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 214,323,833 (in words) Two hundred fourteen million three hundred twenty eight thousand eight hundred thirty three dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

B. Alternate Option - Furnish, Fabricate and Install Precast Concrete Floor and Walls instead of Cast in Place Concrete as identified and depicted on the Contract drawings: S1311-1, S1312-1, S1313-1, S1314-1, S1411-1, S1412-1, S1413-1 & S1414-1

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 14,007,758 (in words) fourteen million seven thousand seven hundred fifty eight dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

The above prices are firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The above prices shall be furnished in US dollars and are not subject to change based upon currency fluctuations. Payment for actual quantities at the Unit Price shall constitute full payment for the performance of the Subcontract and covers all cost of whatever nature incurred by the Subcontractor in accomplishing the Work in accordance with the provisions of this Subcontract.

Phoenix Constructors JV and Port Authority of New York and New Jersey has the exclusive right at their discretion to select and choose any single or combination of different proposals from the same or more than one bidder for the award. The bidders must consider and have appropriate allowance in their proposals for coordination and review of connection details at the common boundary lines for adjacent work packages, of the Work Package #20, WP#21 & WP# 9 & 9X, In addition to coordination with other WTC site stakeholders, i.e., memorial, towers 1,2,3 & 4, VOEC...

NOTE ** This pricing format MUST be used**



**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK
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SUBWAY BOX**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

All prices shall be furnished in US Dollars and are not subject to change based upon world currency fluctuations.

	Bid Breakdown Summary		A Path Hall	B 1 Line Subway Box	D A+B
	DESCRIPTION	UM			Total
1	Total Weight of Permanent Steel	US Ton	9,919	2,659	12,578
2	Steel Material	Lump Sum	\$14,888,022	\$3,991,053	\$18,879,075
3	Steel Fabrication	Lump Sum	\$60,856,836	\$15,298,752	\$76,155,188
4	Intumescent Fire Resistant Coating	Lump Sum	\$8,373,995	\$992,250	\$9,366,245
5	Shipping and Handling FOB Job Site. (deliver material to WTC site using Phoenix provided Marshalling Yard)	Lump Sum	\$2,786,476	\$ 0	\$2,786,476
6	Steel Erection Labor	Lump Sum	\$36,980,951	\$8,812,832	\$45,793,684
7	Metal Deck and Studs Labor and Material	Lump Sum	\$712,135	\$ 0	\$712,135
8	Precast Concrete Labor and Material	Lump Sum	\$28,338,517	\$ 0	\$28,338,517
9	Erection Equipment	Lump Sum	\$8,312,730	\$1,518,364	\$9,831,094



**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

10	Temporary Construction	Lump Sum	\$8,348,816	\$4,112,104	\$12,460,920
11	Engineering	Lump Sum	\$4,000,000	\$2,000,000	\$6,000,000
12	Quality Control	Lump Sum	\$3,000,000	\$1,000,000	\$4,000,000
13	Total Bid Price	Lump Sum	\$176,598,478	\$37,725,355	\$214,323,334

Instructions:

- i. Insert in line 1 the US tonnage of the permanent steel to be fabricated and erected
- ii. Insert in line 2 thru 13 the US dollar value of the work described
- iii. Insert in line D the sum of columns B and C for each row 1 thru 12
- iv. Insert in row 13 the sum of total of rows 2 thru 12 each column B and C
- v. Insert in cell 13D the sum of total of cells 2D thru 12D. This shall be equal to the sum of total cells 13B thru 13C
- vi. The value in cell 13D must be equal to the Bid amount.



**STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

1.1.1 To assist in the analysis of this proposal, the following information is REQUIRED TO BE COMPLETED by the Bidders. Failure to comply with this shall be considered Non Responsive RFP.

FOR ANALYSIS ONLY			
No.	Description	Quantity	Unit of Measure
1A	Permanent Steel – Special Shape Exposed Steel	7,331,494	LBS.
1B	Permanent Steel – Standard Profile Steel and Built up Section.	12,506,024	LBS
1C	Permanent Steel – 1-Line Steel	5,317,922	LBS
2	Temporary Supports System for Steel Erection	3,000,000	LBS
3	Metal Deck	60,193	SQ. Ft
4	Precast Concrete Floor Slab	49,541	SQ. Ft
5a	Precast Concrete Slab Ducts, Type A1 to A5	103	No.
5b	Precast Concrete Slab Ducts, Type B1 to B5	101	No.
5c	Precast Concrete Slab Ducts, Type C1 to C5	210	No.
5d	Precast Concrete Slab Ducts, Type D1 to D5	104	No.
6	Precast Concrete Wall Units	55,561	SQ. Ft
7	Precast Concrete Stair Units	9	No.
8	Intumescent Coating	238,119	SQ. Ft
9	Paint coating excluding area covered by Intumescent coating.	20,138	SQ. Ft
10	Alternate Option – Precast Concrete Floor & Walls	89,581	SQ. Ft

1. In the case of Item No. 1A, 1B and 1C the quantity shall be the number of pounds of structural steel to be fabricated / erected; Line Item No.2 Temporary support system for steel erection; No. 3 square feet of Metal Deck to be installed; Line Item No.4 Total square feet of Precast Concrete Floor Slab Installed; Item No. 5a, 5b & 5c Total number of typical Precast Concrete Slab ducts (Sections identified as 5a,



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

5b, 5c & 5d) installed; Item No.6 Precast Concrete wall units in square feet; Item No. 7 Precast Concrete Stair units; Item No.8 total square feet of Intumescent Coating applied; No. 9 Total square feet of painted steel excluding steel covered by Intumescent coating. Item No.10 Alternate Option – Precast Concrete Floor & Walls.

2. Option to Paragraph 1.1A –Option A:

Subcontractor's Own Storage Yard Option [Identify Add(+) or Deduct(-)] with respect to the Base Price :

1	Provide a change in base cost to deliver all material to the WTC site using the Subcontractor's Own Storage Yard/Facilities Provide the cost of trucking and number to loads.	Number of Loads	Lump Sum	\$
2	Total Option Price	Lump Sum	Lump sum	\$

3. In order to be eligible for the award of the structural steel work of this work package, the bidder must meet the following requirements:
- A. The bid proposal must include Method Statement for Steel Fabrication including detailed information on all facilities to be used. Steel Erection methodology to include proposed temporary support structure, type and location of crane / lifting devices / sequence of steel erection, transferring load to permanent structure. The method statement to include basic steel erection sequence including milestone dates for compliance with the project schedule.
 - B. The bid proposal must include resumes of the Key Personnel allocated for this project including Project Manager, Shop & field Superintendents, Shop and Field Quality Control Managers, and person in-charge of Steel fabrication at the fabrication facility and Steel erection in the field.
 - C. Specification Sec. 07816 'Epoxy Intumescent Coating System' Page 4 Article 5. Submit at the time of the bid , the properties of the proposed product, on the manufacture's letterhead for each of the items listed below:
 - a). Tensile Strength: ASTM D638.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- b). Bond Strength: ASTM D1002.
- c). Compressive Strength: ASTM D695
- d). Explosion: No delamination, no cracking when tested four bar over pressure test.
- e). Hardness: ASTM D2240
- f). Chemical Resistance: ISO2812-1
- g). Water Absorption: ISO 2812-2
- h). Flame Spread: Class A (Class 1) when tested in accordance with ASTM E84
- i). Smoke Development: Class A (Class 1) when tested with ASTM e84

The undersigned understands and agrees to comply with and be bound by the subcontractors pricing and instructions and other RFP/ contract documents.

The Undersigned acknowledges the receipt of any addendum issued by listing all by number below:

Proposer:

Company Name:

By: (Officer) _____

Address:

Date of Proposal: _____ Corporate Seal:

The undersigned understands and agrees to comply with and be bound by the subcontractor's pricing and instructions and other RFP/ contract documents.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

1.2 Supplemental Unit Rates, All-in Rates and Cost/Price Assumptions

No changes are authorized from the approved scope, unless they are approved in writing by Phoenix Constructors JV (i.e., co-signed amendment), prior to the time of execution.

When changes occur from the anticipated job site, the following unit rates will be used to negotiate changes which shall also be finalized through the PC as firm fixed price.

All pricing assumptions shall be clearly stated to allow a reviewer to assess the potential cost risks associated with the proposed design, and associated construction efforts.

1.2.1 Financial Terms – See Subcontract

2.0 FEDERAL COMPLIANCE

Subcontractor acknowledges the fact that the World Trade Center Transportation Hub Project is a Federally funded project and as such all Subcontractors/Vendors must comply with and must require all of their respective lower tier Subcontractors/Vendors to comply with the Federal Acquisition Regulation ("FAR") and Truth in Negotiations Act ("TINA"), including but not limited to FAR Part 31 entitled "Contract Cost Principles and Procedures," and FAR Part 15 entitled "Contracting By Negotiation."

Such compliance includes but is not limited to the disclosure of all costs, mark-ups and any other financial information used to develop the proposed Contract, Purchase Order, Change Order, and/or Modification price, if requested, and the provision of any and all information requested Phoenix Constructors Joint Venture in order to substantiate compliance with the Federal Acquisition Regulations and Truth in Negotiations Act.

In addition to complying and providing Phoenix with all documents necessary to substantiate compliance with the FAR and TINA, the Subcontractor/Vendor agrees that if requested by Phoenix Constructors JV, the Subcontractor/Vendor must provide "Cost and Pricing Data" as required by Federal Acquisition Regulation Part 15.403 entitled "Obtaining Cost and Pricing Data" and execute a "Certificate of Current Cost or Pricing Data" which certifies that the data provided is "current, accurate, and complete."

Subcontractor must fully complete and submit FORM 2A.1 prior to proposal submission.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

3.0 INVOICING INSTRUCTIONS

- 3.1 Phoenix Constructors JV will reimburse the Subcontractor solely for actual, contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System for reimbursement in accordance with the information contained in this section entitled "Invoicing Instructions."
- 3.2 On a weekly basis the Subcontractor must perform a walk-through with appropriate Phoenix personnel to establish what work was actually performed during that respective week. On the Tuesday of every week, the Subcontractor must provide to their respective Contract Administrator a "Weekly Physical Progress Update" (See Form 2A.9) for the work performed during the previous week. The "Weekly Physical Progress Update" will be audited and verified for accuracy by appropriate Phoenix personnel and will be returned to the Subcontractor with comments. The "Weekly Progress Update" must be a cumulative report delineating all Work performed to date and specifically detailing the work performed for the respective week.
- 3.3 On a monthly basis Subcontractor shall submit to Phoenix Constructors, JV (PCJV) to the attention of the Contract Administrator an Invoice for the actual work performed that month. The invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the documentation required by Section 3.4. The invoice must be submitted, on the following dates for each month, with earned cost through the end of the month:

Work performed in **Jan. '09** – Invoice must be submitted by **Feb. 9, 2009**
Work performed in **Feb. '09** – Invoice must be submitted by **Mar. 9, 2009**
Work performed in **Mar. '09** – Invoice must be submitted by **April 13, 2009**
Work performed in **April. '09** – Invoice must be submitted by **May 11, 2009**
Work performed in **May. '09** – Invoice must be submitted by **June 8, 2009**
Work performed in **June. '09** – Invoice must be submitted by **July 13, 2009**
Work performed in **July. '09** – Invoice must be submitted by **Aug.10, 2009**
Work performed in **Aug. '09** – Invoice must be submitted by **Sept. 7, 2009**
Work performed in **Sept. '09** – Invoice must be submitted by **Oct. 12, 2009**
Work performed in **Oct. '09** – Invoice must be submitted by **Nov. 9, 2009**
Work performed in **Nov. '09** – Invoice must be submitted by **Dec.7, 2009**

Updated schedules for subsequent years will be provided at a later date.

Phoenix will attempt to reimburse Subcontractor within 45 days from the receipt of an all inclusive, accurate invoice. Subsequent to the initial submittal by the Subcontractor, Phoenix will review the Invoice for accuracy. Any discrepancies

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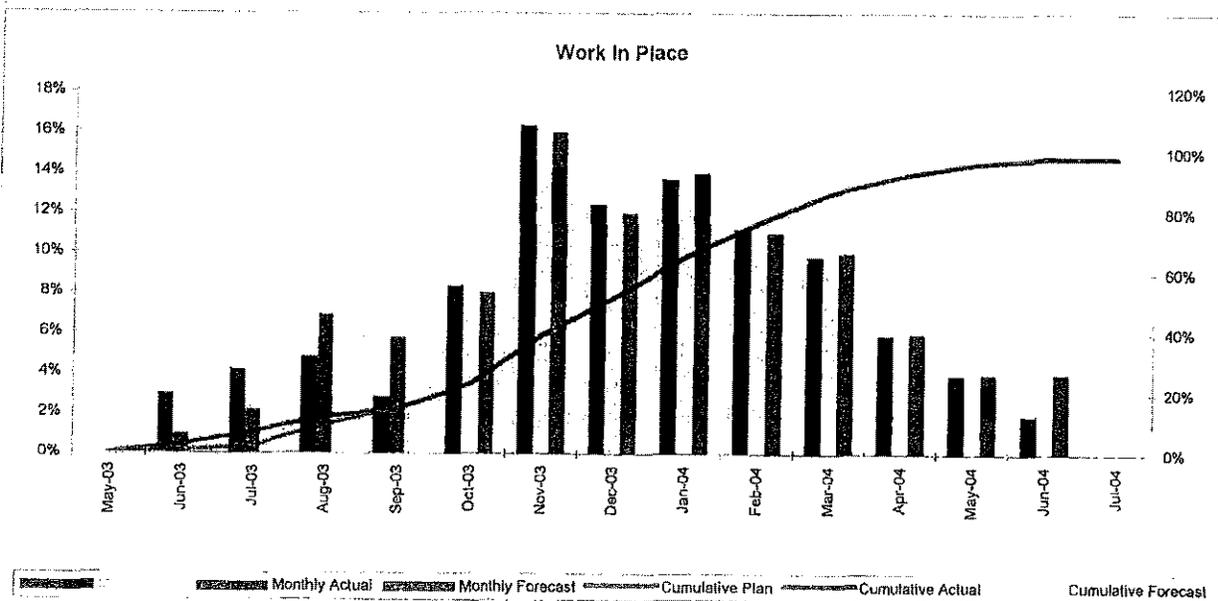
EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

or inaccuracies as determined solely by Phoenix will be returned to the Subcontractor for revision. Failure to provide an accurate invoice substantiated with all required documents can potentially delay the reimbursement of the Subcontractor's Invoice.

3.4 The Subcontractor's Invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the following documents:

- Earned Value System (Enclosed Excel Format in CD) (Attach to Form 2A.8)
- A Monthly Progress Report (Form 2A.10)
- Graphical Representation Regarding Performance (Examples shown on the following two pages of the three graphical representations required) (Attach to Form 2A.11):

○ Work In Place (Example Shown Below)

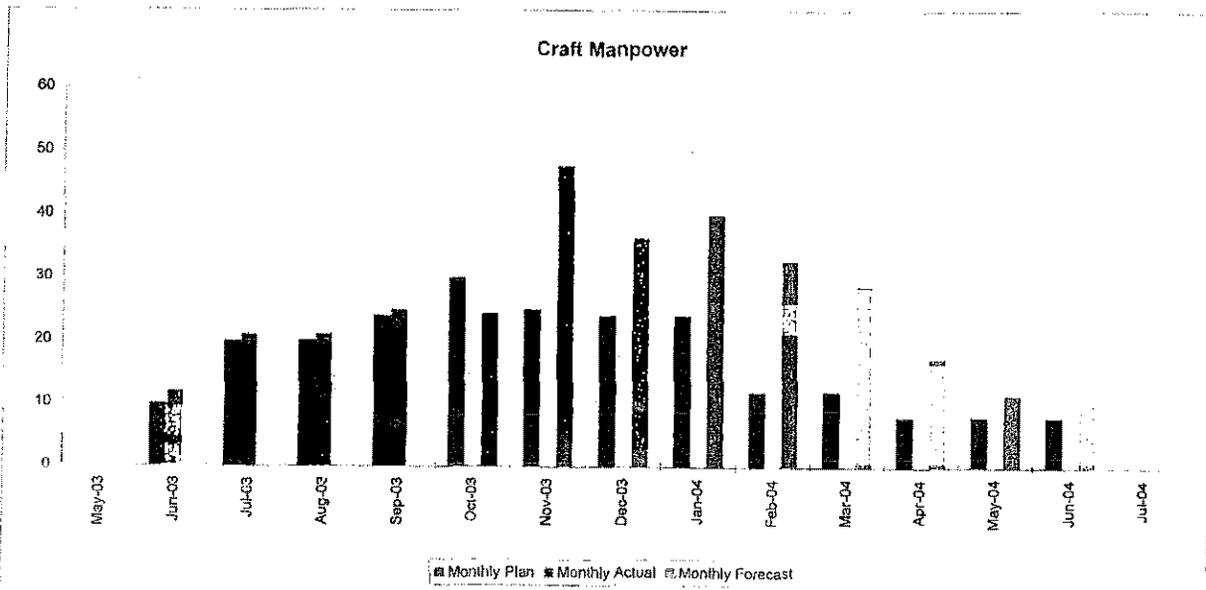




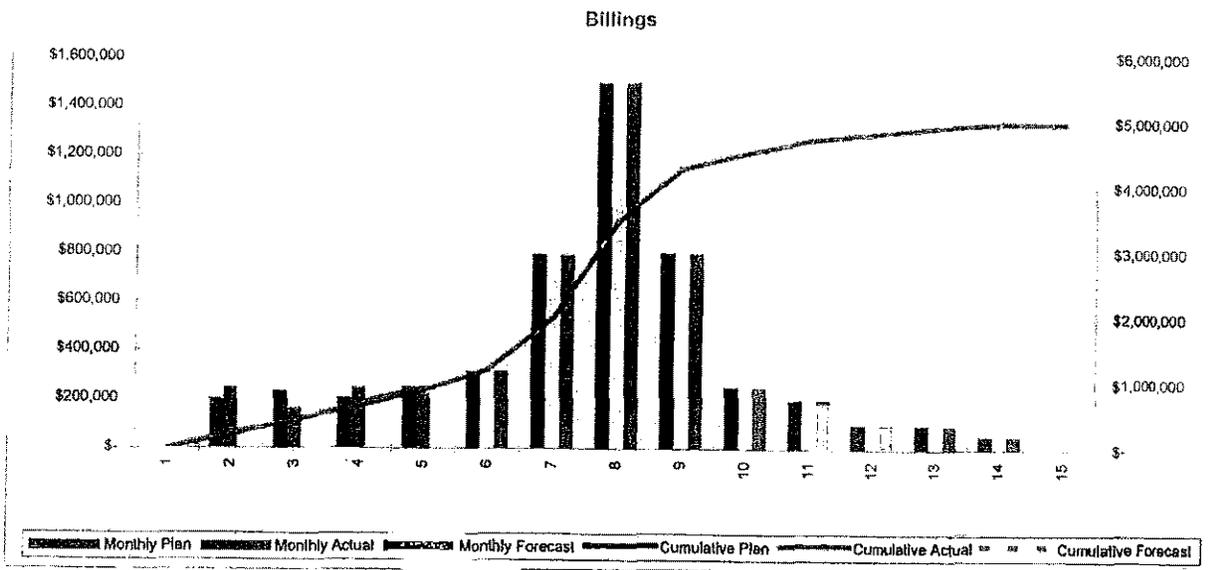
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- o Craft Manpower (Example Shown Below)



- o Billings (Example Shown Below)





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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- Detailed Estimate Breakdown (Form 2A.7),
- Schedule of Values (Form 2A.5)
- Detailed Updated Cost Loaded Schedule (Form 2A.6)
- Furnisher Information Schedule (Form 2A.13)
- Explanation of Any Variances from Planned Performance vs Actual Performance (Schedule, Manpower, Progress, etc)
- Notarized Certified Payrolls (mandatory form provided in Exhibit 7) (including all second tier subcontractors),
- Partial or Final Releases (Exhibits 3 or 4), and
- W/MBE Monthly Reports (Exhibit 6)

Subcontractor must submit the above requested material via e-mail to an email address to be provided at a later date.

- 3.5 PCJV shall advise the Subcontractor whether they agree with the amounts claimed, or ask for a meeting with the PCJV PM, PA PM, and the Subcontractor. During this meeting the value of the Invoice shall be agreed upon and signed off as approved.
- 3.6 Contractual retention, which is calculated per the terms of the Contract of amount invoiced, shall be identified on the face of each progress invoice and withheld from amounts payable. Retainage of 10% of the contract value will be held on all contracts and on any future modifications unless otherwise stated in the contract. Retainage or Final payment cannot be released until all contract work is completed, punchlist items are completed and signed off by PCJV and the Owner, all warranty and required turn-over information has been received, the Owner has approved the release, all paperwork and forms requested by this Contract have been provided, and the subcontractor has complied with all of the Terms & Conditions of this Contract. Do not invoice retainage until released to do so by the Contract Administrator. Final retainage must be billed separate from base contract invoicing on an Application for Final Payment and Final Payment Release. All outstanding contract modifications must be executed, and all contract deliverables including but not limited to insurance and bond requirements must be provided in accordance with the forms of the Contract. Failure to provide any of the required deliverables will be just cause for retainage retention by PCJV.
- 3.7 Subcontractor's invoices shall be clearly marked with this Subcontract Number and the appropriate milestone description of activities and/or work related to the billing.



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- 3.8 Subcontractor's invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted.
- 3.9 Phoenix shall not be obligated to pay for invoice items not fully supported by approved progress measurements and any other such documentation as may be required. Phoenix reserves the right to make provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.
- 3.10 Subcontractor shall sign each invoice certifying that all Work covered by the invoice is complete and that the invoice is correct, authentic and the only one issued for the Work described therein.
- 3.11 Any payments made shall not be construed to be an acceptance of defective Work nor relieve Subcontractor of any of its obligations.
- 3.12 Invoices for Cost-Reimbursable Work shall be prepared and submitted as follows:
 - 3.12.1 Invoices for Labor shall be accompanied by Contractor approved daily reports or time sheets listing workers' names, classification, and straight time and overtime hours. Labor categories and rates must correspond to those set forth in Rate Schedule "A" of this Form 2A.2.
 - 3.12.2 Invoices for Subcontractor-Owned Equipment shall be accompanied by Contractor approved daily reports or time sheets listing the equipment type, number, size and hours. Equipment descriptions and rates must correspond to those set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose CA 95110)
 - 3.12.3 Invoices for Subcontractor Rented Equipment shall be accompanied by Contractor approved daily reports or time sheets listing equipment type, number, size and hours along with a copy of Subcontractor's rental agreement and invoice from supplier. The applicable markup as set forth in this Form 2A.3 shall be set forth separately.
 - 3.12.4 Invoices for Materials shall be accompanied by field receiving documentation and a copy of Subcontractor's purchase order and invoice from supplier.
- 3.13 Each subcontractor **MUST** fully **complete** and sign the **certified payroll provided in Exhibit 7, Form 7.2**, on a weekly basis. As a prerequisite for payment, not limiting any other prerequisites for payment, the Subcontractor



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must **submit** all respective certified payrolls to the Contractor **at the time of invoicing**.

- 3.14 Subcontractor must submit on a monthly basis, with their invoice, their updated M/WBE Participation Plan, in accordance with **Exhibit 6**. Failure to submit such Plan on a monthly basis shall be just cause for Phoenix/Authority to withhold payment from the Subcontractor. Submission of an updated M/WBE Plan is a condition precedent for payment to the Subcontractor.

4.0 PRICING FOR CHANGES

Compensation to Subcontractor for changes in the Scope of Work, shall be in accordance with the provisions of Article 8, Change Orders of GC Long Form Subcontract Rev. 0, except to the extent otherwise provided below:

Phoenix may request, and Subcontractor shall provide, proposals for Scope of Work changes (additions and deletions) which are priced, at Phoenix' option, by one or a combination of the following methods:

- a. Negotiated Lump Sums based upon a mutually agreed Scope of Work.
- b. Applicable unit prices set forth in Exhibit B, titled, Contract Unit Rates, if the Work is possible to be fairly classified under the Unit Price items.
- c. Negotiated Unit Prices not established in the Contract.
- d. On a "cost-reimbursement plus a fixed fee" basis, or at the labor and equipment rates as set forth in Rate Schedule "A" and "B".
- e. Any price based upon cost plus a percentage of cost is expressly prohibited.
- f. Any additional alternative that the Contractor deems appropriate.

4.1 Lower tier Subcontracts

- 4.1.1 All subcontracts and services provided by others for performance of changes or extra work requested by Phoenix/Authority, which have not been objected to by Phoenix/Authority shall be at actual cost to Subcontractor of such subcontracts or services provided by others (not to exceed such subcontract price) plus a mark-up for all overhead and fee of Subcontractor thereon which shall not exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit



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Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

- 4.1.2 Subcontractor's invoices for work performed by any of Subcontractor's "lower tier subcontractors" may include an allowance for the "lower tier subcontractor's" overhead and fee which shall not exceed 10%.
- 4.1.3 In no instance shall the mark-ups or rates for changes provided by lower tier subcontractor to Subcontractor exceed the mark-ups or rates for changes as stipulated in this Article 3.0. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2 Materials

- 4.2.1 Compensation to Subcontractor for materials supplied by Subcontractor for incorporation into the permanent facility (excluding consumable, expendable, and small tools) shall be at actual invoiced cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, plus a mark-up, for all fee and overhead expense not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.2.2 Temporary Materials will be reimbursed at the direct cost of such materials, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, less their salvage value, if any.
- 4.2.3 Phoenix/Authority reserves the right to provide, at no cost to Subcontractor, materials, equipment, services, supplies or incidentals required to perform the Work. All refunds, trade discounts, rebates on materials, supplies and services, and all monies obtained from the disposal of surplus materials or supplies shall accrue to Owner.

4.3 Labor

Compensation to Subcontractor for construction labor, related costs and profit shall be in accordance with the rates set forth in Rate Schedule "A" entitled ALL INCLUSIVE LABOR RATES attached (Form 2A.2).



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SINGLE COMBINED PROPOSAL FOR WORK AREA 1 PATH HALL + WORK AREA 2, 1 LINE
SUBWAY BOX**

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

4.4 Equipment Rental

- 4.4.1 Equipment rental rates, as set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose Corporation 95110) shall apply for equipment used for extra work requested by Contractor.

Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount of operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.

When utilizing the rental rates appearing in the Blue Book, the Contractor (or Authority Engineer) shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

The rate to be applied for an item of tool, equipment construction aid used on a particular Work package shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of tool, equipment or construction aid, or substitute item of equipment is at the construction site for use by the Contractor or subcontractors whether under this Contract or any other contract with the Authority. Included within this period will be (i) work days of idleness results from acts or omission of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of tool, delivery to the construction site of the same substitute tool, equipment or construction aid. The number of workdays in the period for each rate shall be as indicated below:



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Three work days or less	daily rate
More than three work days but not more than fifteen work days	weekly rate
More than fifteen work days	monthly rate

The pro rata portion which one-hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of from weekly rental Blue Book
Hourly rate based on monthly rental	1/176 of from monthly rental Blue Book

The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.

If the Contractor (or Authority Engineer) should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Subcontractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Contractor (or Authority Engineer) to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the Subcontractor but will be based on the smallest quantity or smallest or least elaborate tool equipment or construction aid determined by the Contractor (or Authority Engineer) to have been suitable for the performance of the work.

There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Subcontractor or lower tier subcontractor and (c) notwithstanding the number of hours during which



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such of tool, equipment or construction aid is utilized, the minimum rental therefore will be for a period of eight hours.

Notwithstanding anything to the contrary contained to the contrary contained in this numbered clause, the Contractor and Authority shall not be liable for any amount attributable to the rental of non-powered hand tools.

- 4.4.2 For equipment which is specifically mobilized to the jobsite for extra work, Subcontractor shall separately identify such transportation costs (including: loading, off-loading, assembly and disassembly) when submitting proposals to Phoenix/Authority for performing extra work. Transportation costs shall not be applicable to equipment already mobilized on the site.
- 4.4.3 When Subcontractor's equipment does not resemble the equipment having rental rates listed in Rate Schedule "B" for extra work, the rental rate shall be negotiated and agreed upon in writing by Contractor.
- 4.4.4 Compensation to Subcontractor for equipment used for extra work which is rented from third parties and does not resemble the equipment having rental rates listed in the "Rental Rate Blue Book" must be approved by Contractor in writing prior to rental and shall be at actual cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Contractor plus a mark-up, for all profit and overhead expense of Subcontractor thereon, of not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.4.5 All Subcontractors involved with the rental of equipment must comply with the requirements involving rental of equipment in Exhibit 2B.

4.5 Time Sheets

- 4.5.1 For all work performed on a cost-reimbursable basis, Subcontractor shall submit daily time sheets for approval by Contractor. An approved copy of the time sheets, which shall detail all hours worked, materials installed and equipment used, must be submitted in support of Subcontractor's monthly billing.



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5.0 **Rate Schedules – To be determined if: requested by contractor, or if a price/cost change is required.**

- 5.1 Rate Schedule "A" – All Inclusive Labor Rates
- 5.2 Rate Schedule "B" – Equipment Rental Rates
- 5.3 Rate Schedule "C" – List of SubSubcontractors



PCJV ICE

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1.0 PAYMENT SCHEDULE

Full compensation to Subcontractor for full and complete performance by Subcontractor of all the Work, compliance with all terms and conditions of this Subcontract, and for Subcontractor's payment of all obligations incurred in, or applicable to, performance of the Work, shall be the sum of the lump sums and the value of the unit prices set forth below in paragraph 1.1 below. Phoenix Constructors JV will reimburse the Subcontractor solely for actual contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System (accepted work in place) for reimbursement in accordance with paragraph 3.0 entitled "Invoicing Instructions."

Prior to proposal and thereafter updated prior to contract execution, the subcontractor shall submit for approval by Phoenix Constructors JV:

- a Detailed Schedule of Values (Form 2A.5), in a format that is required by, and acceptable to Phoenix Constructors JV (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- a Detailed Estimate Breakdown (Form 2A.7), (when submitting this document prior to proposal, please submit within 2 days of such request being made by Phoenix),
- an Earned Value System (Form 2A.8) which supports the method in which the work will be broken down and contracted, and which will be utilized to support future invoicing. The Earned Value System must utilize the Detailed Estimate which ultimately must roll up to Support the Schedule of Values (An Example of an Earned Value System has been provided in EXCEL Format in the enclosed CD),
- a Detailed Schedule (Form 2A.6) which contains enough detail to support the execution of the work and identify all interface points between contractor and all other Subcontractors (This form MUST be submitted prior to proposal with the detailed schedule attached. Thereafter, the subcontractor MUST submit a detailed cost loaded schedule within 5 days of Phoenix requesting the subcontractor to do so. This detailed cost loaded schedule will supersede the submission of the initial detailed schedule and will be updated prior to contract execution and on a monthly basis thereafter as indicated in clause 3.4 of this exhibit).

The above referenced submittals are to be provided in addition to all other required submittals mandated by the Terms and Conditions of this Subcontract, and/or required to substantiate the Subcontractor's work actually performed.



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Subcontractors and their respective employees, subcontractors, and suppliers must comply with all security requirements set forth in this Subcontract including Exhibit 19C "WTC PATH Identification Guidelines For Subcontractors;" and all additional security requirements imposed by The Port Authority of New York and New Jersey, Phoenix Constructors, or any additional party that Phoenix Constructors in their sole determination believes shall have the ability to request such requirements. The Subcontractor shall be solely responsible for all costs and/or expenses associated with the security, enrollment and identification procedures and requirements set forth within this Subcontract including but not limited to the actual Secure Worker Access Consortium (SWAC) enrollment cost of \$250.00 per individual and all associated costs associated with such enrollment. All security related costs must be included in the Subcontractors proposal.

Applicable Credits – The applicable portion on ANY income, rebate, allowance, or other credit relating to any allowable cost or any Subcontractor work, which is received by, or accruing to the Subcontractor, shall be credited to Phoenix or the Government either as a cost reduction or by cash refund. This includes, but is not limited to the resale or reuse of any materials. Such a credit must be reflected in the associated price proposal for the value of the subcontracted work.

1.1 **Firm Fixed Price**

The undersigned, having examined this RFP/Contract Documents for this Work Package and having visited the job site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and each and every item of cost to perform operations necessary to complete the work as required by subject RFP/Contract Documents," Station Construction and Transit Hall Structure to Grade – Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

The base price proposed as provided for in Paragraph A (Option B) below should assume that **all materials will delivered to the WTC Site and any interim storage will be at the Phoenix provided Marshalling Yard** in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard."

A. **Work Package # 20, Furnish, Fabricate and Erect, Structural Steel, Intumescent Fire Resistant Coating, Metal Deck & Precast Concrete Work**

OPTION B:

PROPOSAL FOR WORK AREA 3, TRANSIT HALL

This base price proposed **assumes that all materials will delivered to the WTC Site and any interim storage will be at the Phoenix provided**



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Marshalling Yard in accordance with Exhibit 1 Paragraph 3.57 entitled "Marshalling Yard":

The total price for complete performance of all the tasks described in Exhibit 1 Statement of Work is \$ 130,182,230 (in words) one hundred thirty million one hundred eighty two thousand two hundred thirty dollars as indicated below. The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The breakdown of this Total Price against individual pay items is detailed below.

The Price is firm and fixed for the duration of the Subcontract and is not subject to escalation for any cause. The price shall be furnished in US dollars and are not subject to change based upon currency fluctuations. Payment for actual quantities at the Unit Price shall constitute full payment for the performance of the Subcontract and covers all cost of whatever nature incurred by the Subcontractor in accomplishing the Work in accordance with the provisions of this Subcontract.

Phoenix Constructors JV and Port Authority of New York and New Jersey has the exclusive right at their discretion to select and choose any single or combination of different proposals from the same or more than one bidder for the award. The bidders must consider and have appropriate allowance in their proposals for coordination and review of connection details at the common boundary lines for adjacent work packages, of the Work Package #20, WP#21 & WP# 9 & 9X, In addition to coordination with other WTC site stakeholders, i.e., memorial, towers 1,2,3 & 4, VOEC...

NOTE ** This pricing format MUST be used**

All prices shall be furnished in US Dollars and are not subject to change based upon world currency fluctuations.

	DESCRIPTION	UM	Total
1	Total Weight of Permanent Steel	US Ton	9,992
2	Steel Material	Lump Sum	\$19,844,000
3	Steel Fabrication	Lump Sum	\$42,198,266
4	Intumescent Fire Resistant Coating	Lump Sum	\$9,960,000



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5	Shipping and Handling FOB Job Site (deliver material to WTC site using Phoenix provided Marshalling Yard)	Lump Sum	\$ 0
6	Steel Erection Labor	Lump Sum	\$37,318,094
7	Metal Deck and Studs Labor and Material	Lump Sum	\$1,424,270
8	Precast Concrete Labor and Material	Lump Sum	\$38,671
9	Erection Equipment	Lump Sum	\$7,937,600
10	Temporary Construction	Lump Sum	\$6,138,684
11	Engineering	Lump Sum	\$1,500,000
12	Quality Control	Lump Sum	\$4,000,000
13	Total Bid Price	Lump Sum	\$130,359,585

Instructions: i. Insert in line 1 the US tonnage of the permanent steel fabricated and erected.

ii. The value in row 13 to be equal to the total bid price.

1.1.1 To assist in the analysis of this proposal, the following information is REQUIRED TO BE COMPLETED by the Bidders. Failure to comply with this shall be considered Non Responsive RFP.

FOR ANALYSIS ONLY			
No.	Description	Quantity	Unit of Measure
1A	Permanent Steel – Special Shape Exposed Steel	0	LBS.
1B	Permanent Steel – Standard Profile	19,844,000	LBS



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Steel and Built up Section.			
2	Temporary Supports System for Steel Erection	3,000,000	LBS
3	Metal Deck	120,000	SQ. Ft
4	Intumescent Coating	240,000	SQ. Ft
5	Paint coating excluding area covered by Intumescent coating.	0	SQ. Ft
6	Precast Concrete	0	SQ. Ft.

1. In the case of Item No. 1A and 1B the quantity shall be the number of pounds of structural steel to be fabricated / erected; Line Item No.2 Temporary support system for steel erection; No. 3 square feet of Metal Deck to be installed; Line Item No.4 total square feet of Intumescent Coating applied; No. 5 total square feet of painted steel excluding steel covered by Intumescent coating; No. 6 total square feet of precast concrete.

2. Option to Paragraph 1.1A – Option B:

Subcontractor's Own Storage Yard Option [identify Add(+)] or Deduct(-)] with respect to the Base Price :

1	Provide a change in base cost to deliver all material to the WTC site using the Subcontractor's Own Storage Yard/Facilities Provide the cost of trucking and number to loads.	Number of Loads	Lump Sum	\$ 0
2	Total Option Price	Lump Sum	Lump sum	\$ 0

3. In order to be eligible for the award of the structural steel work of this work package, the bidder must meet the following requirements:

- A. The bid proposal must include Method Statement for Steel Fabrication including detailed information on all facilities to be used. Steel Erection methodology to include proposed temporary support structure, type and location of crane / lifting devices / sequence of steel erection, transferring load to permanent structure. The method statement to include basic steel erection sequence including milestone dates for compliance with the project schedule.



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- B. The bid proposal must include resumes of the Key Personnel allocated for this project including Project Manager, Shop & field Superintendents, Shop and Field Quality Control Managers, and person in-charge of Steel fabrication at the fabrication facility and Steel erection in the field.

- C. Specification Sec. 07816 'Epoxy Intumescent Coating System' Page 4 Article 5. Submit at the time of the bid , the properties of the proposed product, on the manufacture's letterhead for each of the items listed below:
 - a). Tensile Strength: ASTM D638.
 - b). Bond Strength: ASTM D1002.
 - c). Compressive Strength: ASTM D695
 - d). Explosion: No delamination, no cracking when tested four bar over pressure test.
 - e). Hardness: ASTM D2240
 - f). Chemical Resistance: ISO2812-1
 - g). Water Absorption: ISO 2812-2
 - h). Flame Spread: Class A (Class 1) when tested in accordance with ASTM E84
 - i). Smoke Development: Class A (Class 1) when tested with ASTM e84

The undersigned understands and agrees to comply with and be bound by the subcontractors pricing and instructions and other RFP/ contract documents.

The Undersigned acknowledges the receipt of any addendum issued by listing all by number below:

Proposer:

Company Name:

By: (Officer) _____



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Address:

Date of Proposal: _____ Corporate Seal:

The undersigned understands and agrees to comply with and be bound by the subcontractor's pricing and instructions and other RFP/ contract documents.

1.2 Supplemental Unit Rates, All-in Rates and Cost/Price Assumptions

No changes are authorized from the approved scope, unless they are approved in writing by Phoenix Constructors JV (i.e., co-signed amendment), prior to the time of execution.

When changes occur from the anticipated job site, the following unit rates will be used to negotiate changes which shall also be finalized through the PC as firm fixed price.

All pricing assumptions shall be clearly stated to allow a reviewer to assess the potential cost risks associated with the proposed design, and associated construction efforts.

1.2.1 Financial Terms – See Subcontract

2.0 FEDERAL COMPLIANCE

Subcontractor acknowledges the fact that the World Trade Center Transportation Hub Project is a Federally funded project and as such all Subcontractors/Vendors must comply with and must require all of their respective lower tier Subcontractors/Vendors to comply with the Federal Acquisition Regulation ("FAR") and Truth in Negotiations Act ("TINA"), including but not limited to FAR Part 31 entitled "Contract Cost Principles and Procedures," and FAR Part 15 entitled "Contracting By Negotiation."

Such compliance includes but is not limited to the disclosure of all costs, mark-ups and any other financial information used to develop the proposed Contract, Purchase Order, Change Order, and/or Modification price, if requested, and the provision of any and all information requested Phoenix Constructors Joint Venture in order to substantiate compliance with the Federal Acquisition Regulations and Truth in Negotiations Act.

In addition to complying and providing Phoenix with all documents necessary to substantiate compliance with the FAR and TINA, the Subcontractor/Vendor agrees that if requested by Phoenix Constructors JV, the Subcontractor/Vendor must provide "Cost and Pricing Data" as required by Federal Acquisition Regulation Part 15.403 entitled



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"Obtaining Cost and Pricing Data" and execute a "Certificate of Current Cost or Pricing Data" which certifies that the data provided is "current, accurate, and complete."

Subcontractor must fully complete and submit FORM 2A.1 prior to proposal submission.

3.0 INVOICING INSTRUCTIONS

- 3.1 Phoenix Constructors JV will reimburse the Subcontractor solely for actual, contractual Work performed on a monthly basis. Phoenix Constructors JV will utilize an Earned Value System for reimbursement in accordance with the information contained in this section entitled "Invoicing Instructions."
- 3.2 On a weekly basis the Subcontractor must perform a walk-through with appropriate Phoenix personnel to establish what work was actually performed during that respective week. On the Tuesday of every week, the Subcontractor must provide to their respective Contract Administrator a "Weekly Physical Progress Update" (See Form 2A.9) for the work performed during the previous week. The "Weekly Physical Progress Update" will be audited and verified for accuracy by appropriate Phoenix personnel and will be returned to the Subcontractor with comments. The "Weekly Progress Update" must be a cumulative report delineating all Work performed to date and specifically detailing the work performed for the respective week.
- 3.3 On a monthly basis Subcontractor shall submit to Phoenix Constructors, JV (PCJV) to the attention of the Contract Administrator an Invoice for the actual work performed that month. The invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the documentation required by Section 3.4. The invoice must be submitted, on the following dates for each month, with earned cost through the end of the month:

- Work performed in **Jan. '09** – Invoice must be submitted by **Feb. 9, 2009**
- Work performed in **Feb. '09** – Invoice must be submitted by **Mar. 9, 2009**
- Work performed in **Mar. '09** – Invoice must be submitted by **April 13, 2009**
- Work performed in **April. '09** – Invoice must be submitted by **May 11, 2009**
- Work performed in **May. '09** – Invoice must be submitted by **June 8, 2009**
- Work performed in **June. '09** – Invoice must be submitted by **July 13, 2009**
- Work performed in **July. '09** – Invoice must be submitted by **Aug.10, 2009**
- Work performed in **Aug. '09** – Invoice must be submitted by **Sept. 7, 2009**
- Work performed in **Sept. '09** – Invoice must be submitted by **Oct. 12, 2009**
- Work performed in **Oct. '09** – Invoice must be submitted by **Nov. 9, 2009**
- Work performed in **Nov. '09** – Invoice must be submitted by **Dec.7, 2009**

Updated schedules for subsequent years will be provided at a later date.

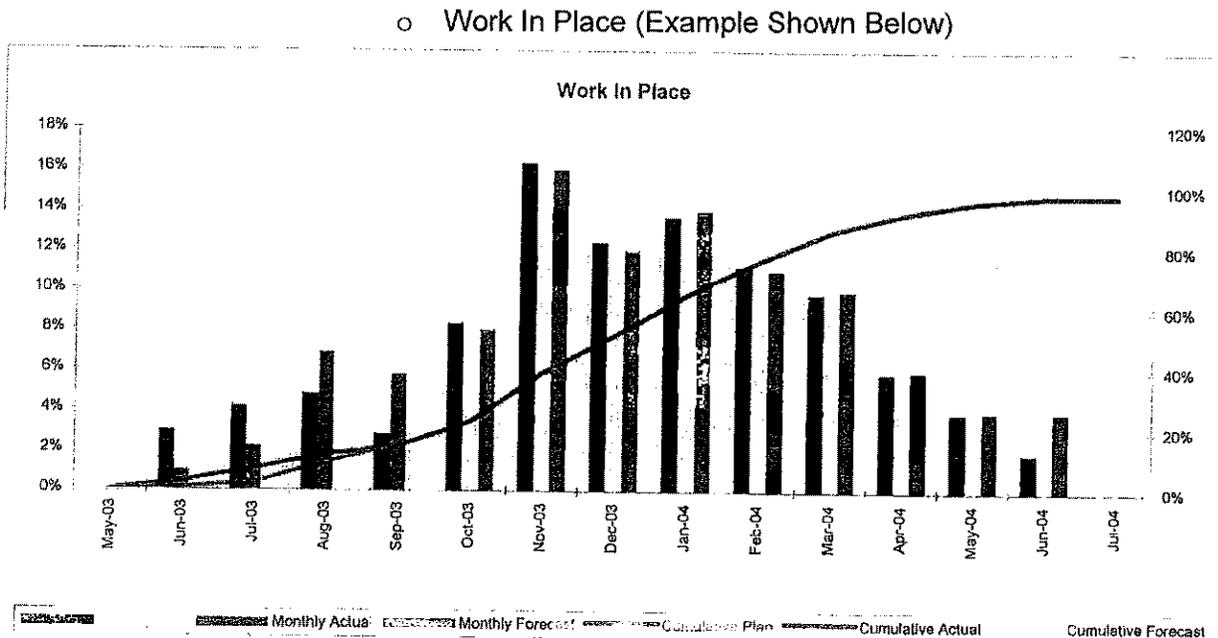
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Phoenix will attempt to reimburse Subcontractor within 45 days from the receipt of an all inclusive, accurate invoice. Subsequent to the initial submittal by the Subcontractor, Phoenix will review the Invoice for accuracy. Any discrepancies or inaccuracies as determined solely by Phoenix will be returned to the Subcontractor for revision. Failure to provide an accurate invoice substantiated with all required documents can potentially delay the reimbursement of the Subcontractor's Invoice.

3.4 The Subcontractor's Invoice must be accompanied by all documentation required by Phoenix Constructors JV evidencing actual performance of Work, including but not limited to the following documents:

- Earned Value System (Enclosed Excel Format in CD) (Attach to Form 2A.8)
- A Monthly Progress Report (Form 2A.10)
- Graphical Representation Regarding Performance (Examples shown on the following two pages of the three graphical representations required) (Attach to Form 2A.11):
 - Work In Place (Example Shown Below)

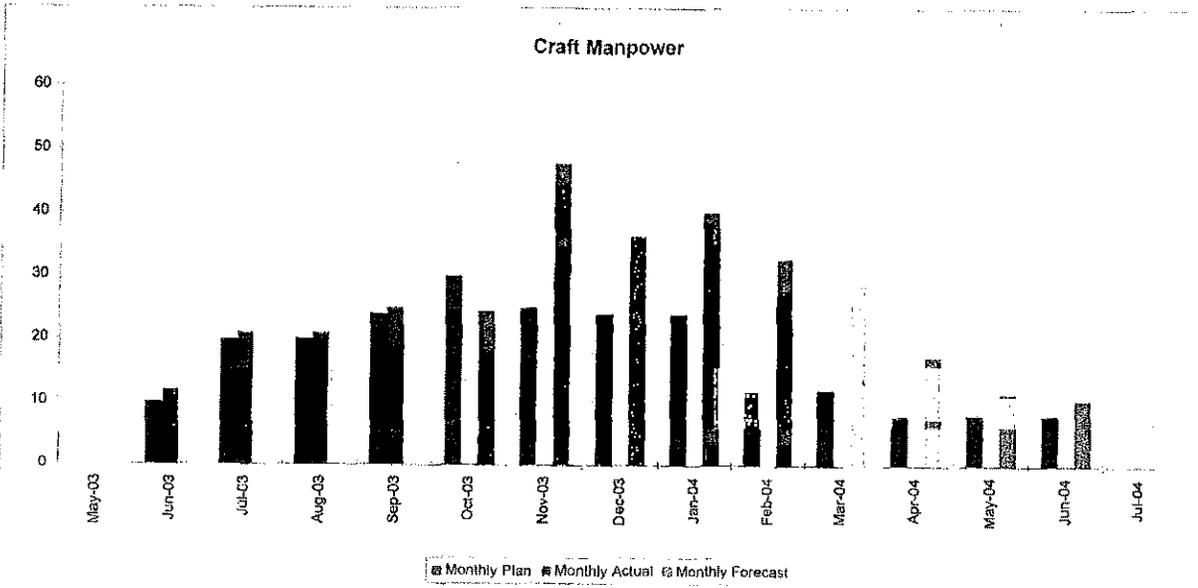




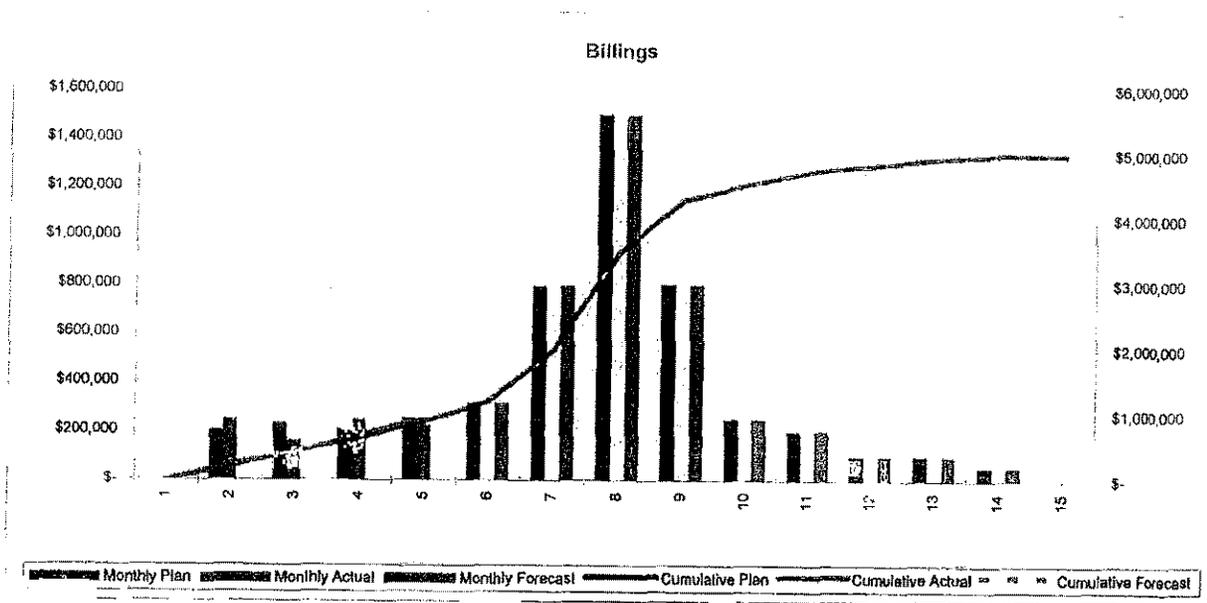
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o Craft Manpower (Example Shown Below)



o Billings (Example Shown Below)





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- Detailed Estimate Breakdown (Form 2A.7),
- Schedule of Values (Form 2A.5)
- Detailed Updated Cost Loaded Schedule (Form 2A.6)
- Furnisher Information Schedule (Form 2A.13)
- Explanation of Any Variances from Planned Performance vs Actual Performance (Schedule, Manpower, Progress, etc)
- Notarized Certified Payrolls (mandatory form provided in Exhibit 7) (including all second tier subcontractors),
- Partial or Final Releases (Exhibits 3 or 4), and
- W/MBE Monthly Reports (Exhibit 6)

Subcontractor must submit the above requested material via e-mail to an email address to be provided at a later date.

- 3.5 PCJV shall advise the Subcontractor whether they agree with the amounts claimed, or ask for a meeting with the PCJV PM, PA PM, and the Subcontractor. During this meeting the value of the Invoice shall be agreed upon and signed off as approved.
- 3.6 Contractual retention, which is calculated per the terms of the Contract of amount invoiced, shall be identified on the face of each progress invoice and withheld from amounts payable. Retainage of 10% of the contract value will be held on all contracts and on any future modifications unless otherwise stated in the contract. Retainage or Final payment cannot be released until all contract work is completed, punchlist items are completed and signed off by PCJV and the Owner, all warranty and required turn-over information has been received, the Owner has approved the release, all paperwork and forms requested by this Contract have been provided, and the subcontractor has complied with all of the Terms & Conditions of this Contract. Do not invoice retainage until released to do so by the Contract Administrator. Final retainage must be billed separate from base contract invoicing on an Application for Final Payment and Final Payment Release. All outstanding contract modifications must be executed, and all contract deliverables including but not limited to insurance and bond requirements must be provided in accordance with the forms of the Contract. Failure to provide any of the required deliverables will be just cause for retainage retention by PCJV.
- 3.7 Subcontractor's invoices shall be clearly marked with this Subcontract Number and the appropriate milestone description of activities and/or work related to the billing.
- 3.8 Subcontractor's invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted.



STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE -
FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT
COATING, METAL DECK & PRECAST CONCRETE WORK
PROPOSAL FOR WORK AREA 3, TRANSIT HALL

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

- 3.9 Phoenix shall not be obligated to pay for invoice items not fully supported by approved progress measurements and any other such documentation as may be required. Phoenix reserves the right to make provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.
- 3.10 Subcontractor shall sign each invoice certifying that all Work covered by the invoice is complete and that the invoice is correct, authentic and the only one issued for the Work described therein.
- 3.11 Any payments made shall not be construed to be an acceptance of defective Work nor relieve Subcontractor of any of its obligations.
- 3.12 Invoices for Cost-Reimbursable Work shall be prepared and submitted as follows:
- 3.12.1 Invoices for Labor shall be accompanied by Contractor approved daily reports or time sheets listing workers' names, classification, and straight time and overtime hours. Labor categories and rates must correspond to those set forth in Rate Schedule "A" of this Form 2A.2.
- 3.12.2 Invoices for Subcontractor-Owned Equipment shall be accompanied by Contractor approved daily reports or time sheets listing the equipment type, number, size and hours. Equipment descriptions and rates must correspond to those set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose CA 95110)
- 3.12.3 Invoices for Subcontractor Rented Equipment shall be accompanied by Contractor approved daily reports or time sheets listing equipment type, number, size and hours along with a copy of Subcontractor's rental agreement and invoice from supplier. The applicable markup as set forth in this Form 2A.3 shall be set forth separately.
- 3.12.4 Invoices for Materials shall be accompanied by field receiving documentation and a copy of Subcontractor's purchase order and invoice from supplier.
- 3.13 Each subcontractor **MUST** fully **complete** and sign the **certified payroll provided in Exhibit 7, Form 7.2**, on a weekly basis. As a prerequisite for payment, not limiting any other prerequisites for payment, the Subcontractor must **submit** all respective certified payrolls to the Contractor **at the time of invoicing**.
- 3.14 Subcontractor must submit on a monthly basis, with their invoice, their updated



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

M/WBE Participation Plan, in accordance with **Exhibit 6**. Failure to submit such Plan on a monthly basis shall be just cause for Phoenix/Authority to withhold payment from the Subcontractor. Submission of an updated M/WBE Plan is a condition precedent for payment to the Subcontractor.

4.0 PRICING FOR CHANGES

Compensation to Subcontractor for changes in the Scope of Work shall be in accordance with the provisions of Article 8, Change Orders of GC Long Form Subcontract Rev. 0, except to the extent otherwise provided below:

Phoenix may request, and Subcontractor shall provide, proposals for Scope of Work changes (additions and deletions) which are priced, at Phoenix' option, by one or a combination of the following methods:

- a. Negotiated Lump Sums based upon a mutually agreed Scope of Work.
- b. Applicable unit prices set forth in Exhibit B, titled, Contract Unit Rates, if the Work is possible to be fairly classified under the Unit Price items.
- c. Negotiated Unit Prices not established in the Contract.
- d. On a "cost-reimbursement plus a fixed fee" basis, or at the labor and equipment rates as set forth in Rate Schedule "A" and "B".
- e. Any price based upon cost plus a percentage of cost is expressly prohibited.
- f. Any additional alternative that the Contractor deems appropriate.

4.1 Lower tier Subcontracts

- 4.1.1 All subcontracts and services provided by others for performance of changes or extra work requested by Phoenix/Authority, which have not been objected to by Phoenix/Authority shall be at actual cost to Subcontractor of such subcontracts or services provided by others (not to exceed such subcontract price) plus a mark-up for all overhead and fee of Subcontractor thereon which shall not exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."
- 4.1.2 Subcontractor's invoices for work performed by any of Subcontractor's "lower tier subcontractors" may include an allowance for the "lower tier subcontractor's" overhead and fee which shall not exceed 10%.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

4.1.3 In no instance shall the mark-ups or rates for changes provided by lower tier subcontractor to Subcontractor exceed the mark-ups or rates for changes as stipulated in this Article 3.0. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2 Materials

4.2.1 Compensation to Subcontractor for materials supplied by Subcontractor for incorporation into the permanent facility (excluding consumable, expendable, and small tools) shall be at actual invoiced cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, plus a mark-up, for all fee and overhead expense not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.2.2 Temporary Materials will be reimbursed at the direct cost of such materials, as substantiated by invoices certified paid or by such documentation as may be required by Phoenix/Authority, less their salvage value, if any.

4.2.3 Phoenix/Authority reserves the right to provide, at no cost to Subcontractor, materials, equipment, services, supplies or incidentals required to perform the Work. All refunds, trade discounts, rebates on materials, supplies and services, and all monies obtained from the disposal of surplus materials or supplies shall accrue to Owner.

4.3 Labor

Compensation to Subcontractor for construction labor, related costs and profit shall be in accordance with the rates set forth in Rate Schedule "A" entitled ALL INCLUSIVE LABOR RATES (Form 2A.2).

4.4 Equipment Rental

4.4.1 Equipment rental rates, as set forth in the Rental Rate Blue Book (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, San Jose Corporation 95110) shall apply for equipment used for extra work requested by Contractor.



STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE - FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT COATING, METAL DECK & PRECAST CONCRETE WORK PROPOSAL FOR WORK AREA 3, TRANSIT HALL

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount of operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.

When utilizing the rental rates appearing in the Blue Book, the Contractor (or Authority Engineer) shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

The rate to be applied for an item of tool, equipment construction aid used on a particular Work package shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of tool, equipment or construction aid, or substitute item of equipment is at the construction site for use by the Contractor or subcontractors whether under this Contract or any other contract with the Authority. Included within this period will be (i) work days of idleness results from acts or omission of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of tool, delivery to the construction site of the same substitute tool, equipment or construction aid. The number of workdays in the period for each rate shall be as indicated below:

Three work days or less	daily rate
More than three work days but not more than fifteen work days	weekly rate



STATION CONSTRUCTION AND TRANSIT HALL STRUCTURE TO GRADE - FURNISH, FABRICATE & ERECT STRUCTURAL STEEL, INTUMESCENT FIRE RESISTANT COATING, METAL DECK & PRECAST CONCRETE WORK PROPOSAL FOR WORK AREA 3, TRANSIT HALL

EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

More than fifteen work days	monthly rate
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The pro rata portion which one-hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of from weekly rental Blue Book
Hourly rate based on monthly rental	1/176 of from monthly rental Blue Book

The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.

If the Contractor (or Authority Engineer) should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Subcontractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Contractor (or Authority Engineer) to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the Subcontractor but will be based on the smallest quantity or smallest or least elaborate tool equipment or construction aid determined by the Contractor (or Authority Engineer) to have been suitable for the performance of the work.

There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Subcontractor or lower tier subcontractor and (c) notwithstanding the number of hours during which such of tool, equipment or construction aid is utilized, the minimum rental therefore will be for a period of eight hours.

Notwithstanding anything to the contrary contained to the contrary contained in this numbered clause, the Contractor and Authority shall not be liable for any amount attributable to the rental of non-powered hand tools.



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EXHIBIT 2A SUBCONTRACTOR'S PRICING AND INVOICING INSTRUCTIONS

4.4.2 For equipment which is specifically mobilized to the jobsite for extra work, Subcontractor shall separately identify such transportation costs (including: loading, off-loading, assembly and disassembly) when submitting proposals to Phoenix/Authority for performing extra work. Transportation costs shall not be applicable to equipment already mobilized on the site.

4.4.3 When Subcontractor's equipment does not resemble the equipment having rental rates listed in Rate Schedule "B" for extra work, the rental rate shall be negotiated and agreed upon in writing by Contractor.

4.4.4 Compensation to Subcontractor for equipment used for extra work which is rented from third parties and does not resemble the equipment having rental rates listed in the "Rental Rate Blue Book" must be approved by Contractor in writing prior to rental and shall be at actual cost to Subcontractor, delivered to project site, as substantiated by invoices certified paid or by such documentation as may be required by Contractor plus a mark-up, for all profit and overhead expense of Subcontractor thereon, of not to exceed 10%. Markups relating to work performed in a manner provided in Section 4.0 (b) relating to "Unit Rates," or 4.0 (d) relating to "Cost Reimbursement," shall be in accordance with Article 8, entitled "Change Orders."

4.4.5 All Subcontractors involved with the rental of equipment must comply with the requirements involving rental of equipment in Exhibit 2B.

4.5 Time Sheets

4.5.1 For all work performed on a cost-reimbursable basis, Subcontractor shall submit daily time sheets for approval by Contractor. An approved copy of the time sheets, which shall detail all hours worked, materials installed and equipment used, must be submitted in support of Subcontractor's monthly billing.

5.0 Rate Schedules – To be determined if: requested by Phoenix Constructors JV, or if a price/cost change is required.

- 5.1 Rate Schedule "A" – All Inclusive Labor Rates
- 5.2 Rate Schedule "B" – Equipment Rental Rates
- 5.3 Rate Schedule "C" – List of SubSubcontractors

RFP/CONTRACT NO.: W0TC-GC1-2-KN09186-020
 STATION CONSTRUCTION AND STATION HALL STRUCTURE TO GRADE
 FURNISH, FABRICATE AND ERECT STRUCTURAL STEEL, INCANDESCENT
 FIRE RESISTANT COATING, METAL DECK AND PRECAST CONCRETE WORK

AGENDA

Perini

Final Meeting with Selected Prime Offerors
 Dated March 12 & 13, 2009

Location: Phoenix Constructors JV 115 Broadway, 18th Floor New York, NY 10006

1. Commercial Proposal [45 minutes]
 - Bonding – WDC / WS / SQ
 - Missing Line Items – WDC / JQ / SK
 - Commercial Clarifications / Exclusions – WDC / WS / PM / JQ / SK
 - Unit Prices – PW (VM)
 - Pricing Review
 - Incandescent Cost – application procedure (shop vs. field)
 - Material Cost – escalation
 - Labor
 - CIP – confirmation Workers' Comp & General Liability are excluded from price

2. Bid Scope Review and Clarifications [30 minutes]
 - Offeror's Responses to Questions – Various
 - Safety – JB / CR
 - Quality Control – TT (EM)
 - WP8 Deletions & WP21 Clarifications – WDC / JQ / SK

3. Material Cost / Bus. Review [30 minutes] – PW (VM) / JQ

4. Changes To Exhibit 2A (Pricing) [20 minutes] – JQ

5. Technical Proposal / Presentation [45 minutes]
 - Means & Methods (Logistics, Phasing, Crane Plans) – LS/ BR/GS/JS/ MML
 - Schedule and Work Hours – LS/ BR/GS/JS/ MML
 - Technical Clarifications / Exclusions – LS/BR/GS/JS/MML/BP

6. Any New / Additional Information for the Offerors [20 minutes] – LS/BR/GS/JS/MML
 - Alternate Methods

7. Review Next Steps [15 minutes] – WDC



RFP/CONTRACT NO.: W0TC-GC1-2-KN00186-020
 Station Construction and Transit Hall Structure to Grade

2nd Step RFP Final Meeting
 March 13, 2009

Time:

Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

Vender	Attendee	E-Mail	Phone / Cell #	Code	
PERINI	Terry Flynn	tflynn@perini.com	917 681 0936	M B E	W B E
PERINI	BILL ROOPE	BROOPE@PERINI.COM	(914) 737-1908		
PERINI	HENRY CHEUNG	H.CHEUNG@PERINI.COM	646.467.7103		
PCSV	WILL DECAMP	will.decamp@socialendlease.com			
PCSV	Patrick M. Ward	patrick.m.ward@phoenixconstructors.com			
PCSV	PATRICK WARD	PATRICK.WARD@PHOENIXCONSTRUCTORS.COM			
PCTV	Vito Moschetti	Vito.Moschetti@pcinc.com			
PAWTC	SAUERIO LEONE	SLEONE@PAWYNYJ.GOV			
PA	Ron Delitto	Rondelitto@pawnyj-sol			
PB-URS	PHILIP CAMILLERI	camilleri@pb-urs.com			
PCJV	MIKE McLaughlin	michael.mclaughlin@sharshe.com	646-467-7107		
PCJV	MIKE CAMPANA	MICHAEL.CAMPANA@PHOENIXCONSTRUCTORS.COM	781-844-9676		
PCJV	ERNEST MORRISSEY	ERNEST.MORRISSEY@PHOENIXCONSTRUCTORS.COM	646-467-7194 / 914-715-4169		



2nd Step RFP Final Meeting
 March 13, 2009
 Time:

RFP/CONTRACT NO.: W0TC-GC1-2-KN00186-020
 Station Construction and Transit Hall Structure to Grade

Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work.

Vender	Attendee	E-Mail	Phone / Cell #	Code	
PHOENIX	BRIAN PETERS	Brian.Peters@phoenixconstructors.com	917-578-5038	M B E	W B E
Thacker	Joseph A. DeLuca		212-845-2830		
" "	Ken CASADO		212-845-7510		
PHOENIX	WALTER SAUKIN	WALTER.SAUKIN@PHOENIXCONSTRUCTORS.COM	(646) 467-7122		
Phoenix	Sharon Quinn	sharon.quinn@phoenixconstructors.com	646-467-7126		
PCJV	Sara Krommidas				
PCJV	JAVED I. QURESHI.				
PCJU	Brian Reilly	brian.reilly@phoenixconstructors.com	914 804 0280		
PCJV	Jeffrey Barnett	Jeffrey.barnett@Fluor.com			
PA Procurement	STANISEN ABDILL	Sabdill@PANYNJ.GOV			

DeVito, Ronald

From: Qureshi, Javed [Javed.Qureshi@bovislendlease.com]
Sent: Friday, March 13, 2009 1:45 PM
To: Flynn, Terry; Cuffel, Heather
Cc: darrell.waters@phoenixconstructors.com; Winsper, Gary ; Peters, Brian; DeCamp, William; Reilly, Brian; McLoughlin, Mike; Reichert, Walter; Salpas, John; Lennart.Stenman@phoenixconstructors.com; Greg.Shaw@skanska.com; Tom.Tyler@phoenixconstructors.com; tom.cullins@fluor.com; Saukin, Walter; Quinn, Sharon; Quinn, William; patrick.mullin@phoenixconstructors.com; patrick.ward@phoenixconstructors.com; jonathan.saukin@phoenixconstructors.com; jeffrey.barnett@phoenixconstructors.com; corky.rusnak@phoenixconstructors.com; Leone, Saverio; Camilleri@pb-urs.com; DeVito, Ronald; Cose, Patricia; Abdill, Shamsell; Barry DeFoe; Kremmidas, Sara
Subject: RE: RFP#: W0TC-GC1-2-KN0186-020 Transit Hall Structure to Grade - Furnish, Fabricate and Erect Structural Steel, Intumescent Fire Resistant Coating, Metal Deck and Precast Concrete Work

Terry Flynn:

Further to Phoenix/PANYNJ Final Meeting with Perini Civil Construction attached are Phoenix Constructors JV's response to "Exceptions & Alterations, Assumptions / Clarifications" submitted by Perini with their Commercial Proposal. Perini Civil Construction is requested to include all responses stated above into consideration for the BAFO due on Monday March 16, 2009 on or before 5:00 PM

<<Perini Assumptions - PCJV response.pdf>>

Regards

Javed I. Qureshi | 212.616.5800 Main
Contracts Administrator | 646.467.7219 Direct
Phoenix Constructors, J V | 212.566.2350 Fax
115 Broadway, 18th Floor | Cell
New York, NY 10006
javed.qureshi@bovislendlease.com

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Perini

Assumptions / Clarifications

Response to Perini's list included in Commercial Proposal.

1. Not Confirmed. Any and all splices are to be submitted to the PANYNJ/Engineer of Record for review and approval.
2. Not Confirmed. Any and all splices are to be submitted to the PANYNJ/Engineer of Record for review and approval.
3. Not Confirmed. Any and all splices are to be submitted to the PANYNJ/Engineer of Record for review and approval.
4. Not Confirmed. Any and all splices are to be submitted to the PANYNJ/Engineer of Record for review and approval.
5. Acceptable.
6. Acceptable.
7. Acceptable.
8. Acceptable.
9. Acceptable.
10. Not Confirmed. While for the most part, this assumption is correct, all means and methods, including shoring locations, are to be submitted to PCJV/PANYNJ/Engineer of Record for review and approval. Additional specific information will be issued in Addendum #021.
11. Confirmed.
12. Confirmed, OCIP Liability Coverage provides coverage to all insured under the OCIP for any damage to the Railroad on or under the WTC Site.
13. Acceptable, provided that all hoisting and unloading activities will be performed east of Track 3 and that the erection of the 1-Line West Tied Arch is performed during a simultaneous NYCT outage.
14. Acceptable.
15. Acceptable as per Addendum #011 response to Question #1 – the intended operations include bolting and welding with light tools/equipment when the public is below. Other operations are to be approved by PCJV.
16. Acceptable.
17. Per Addendum #019 Item #1, arch D97 removed from this scope of work, therefore installation of west concourse bridge will not be concurrent with these arches.
18. Acceptable.
19. Acceptable, pending PANYNJ Confirmation.
20. Acceptable, pending PANYNJ Confirmation.
21. Not Acceptable. Refer to Addendum #014 response to Question #11.
22. Not Acceptable. PCJV will provide general (safety) lighting only (and necessary stand-by personnel to maintain general lighting). Subcontractor is responsible for task lighting and associated stand-by personnel. Also refer to Addendum #014 response to Question #21.
23. Not Acceptable. PCJV to provide general ventilation only. Subcontractor to provide ventilation and associated stand-by personnel related to performing his work.
24. Acceptable.
25. Acceptable, pending PANYNJ Confirmation.
26. Refer to Addendum #020 Item #6.
27. Acceptable provided there are no schedule delays that are a result of Perini's performance.
28. Refer to Addendum #015 response to Question #4.
29. Not acceptable. Refer to Addendum #016 response to Question #1.

30. "Mobilization payment" to be based on the Subcontractor's Schedule of Values that is reviewed and approved by PCJV and PANYNJ. All payments to the subcontractor shall be made in accordance with Exhibit 2A Section 3.0.
31. Shop drawings and other submittals shall be reviewed and returned in accordance with Exhibit 97 – Division 1 Specification Article 75. PCJV/PANYNJ will make every effort to expedite submittal review, but the Offeror's proposal and schedule are to be based on Exhibit 97 – Division 1 Specification Article 75.

DeVito, Ronald

From: Kremmidas, Sara [Sara.Kremmidas@bovislendlease.com]
Sent: Tuesday, November 18, 2008 2:03 PM
To: Pagliettini, Mark; Leone, Saverio; DeVito, Ronald
Cc: DeCamp, William; Qureshi, Javed
Subject: FW: Work Package 20 Advertisements

Mark / Saverio / Ron,

As per your request this morning, attached is a file with every single Work Package 20 advertisement, along with the date it ran, most recent to oldest. The first two are the most recent and are for the current breakdown of WP 20 Drawings. The third is from March '08 and is for the "Part 1-3" breakdown of Drawings, while the rest are from 2007 and are for the "A-H" breakdown.

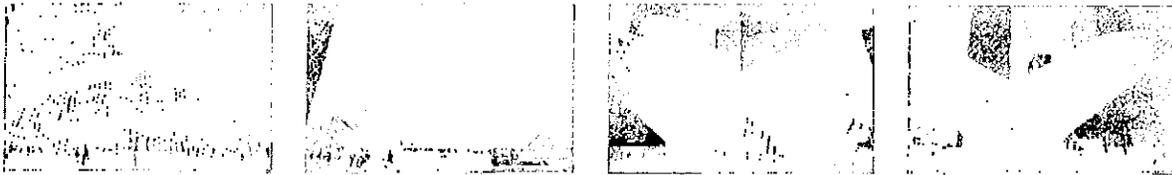
Thank you,
Sara

"This email (including any attachments) is confidential. If you are not the intended recipient you must not copy, use, disclose, distribute or rely on the information contained in it. If you have received this email in error, please notify the sender immediately by reply email and delete the email from your system. Confidentiality and legal privilege attached to this communication are not waived or lost by reason of mistaken delivery to you. Lend Lease does not guarantee that this email or the attachment(s) are unaffected by computer virus, corruption or other defects. Lend Lease may monitor incoming and outgoing emails for compliance with its Email Policy. Please note that our servers may not be located in your country."



Phoenix Constructors, JV CM/GC for the Port Authority of New York and New Jersey on the World Trade Center Transportation Hub project is pre-qualifying and will be soliciting proposals from subcontractors/vendors for Work Package # 20 (Station Construction and Transit Hall) in the following disciplines:

- Furnish, Fabricate and Erect Structural Steel for the PATH Station, Greenwich Street Corridor and Transit Hall
- Mechanical, Electrical and Plumbing (MEP)
- Vertical Transportation
- Power Distribution and Spot Networks
- Rock Removal
- Waterproofing of Planters
- Salvaging Art Work
- Engineering for Temporary Structures
- Install Underground Utilities
- Waterproof Utility Tunnel
- Electrical Conduits in Tunnel Walls and Embeds in Platform A Area
- HVAC
- Relocate Platform Stairs



Interested Subcontractors/Vendors should fill out the Pre-qualification Questionnaire, Representations and Certifications found on our web site www.phoenixconstructors.com and submit to:

Phoenix Constructors
Attn: Procurement Manager
115 Broadway, 18th Floor, New York, NY 10006
Tel: 646-467-7101 Fax: 212-566-2350 or email: procurement.manager@phoenixconstructors.com

ENR Classifieds

Sales Rep: Kwadi Bailey

Advertiser: Phoenix Constructors

Start Date: 11/17/08

Space: OP-D

Please sign and fax this page TODAY confirming in receiving it to:
212.904.2074

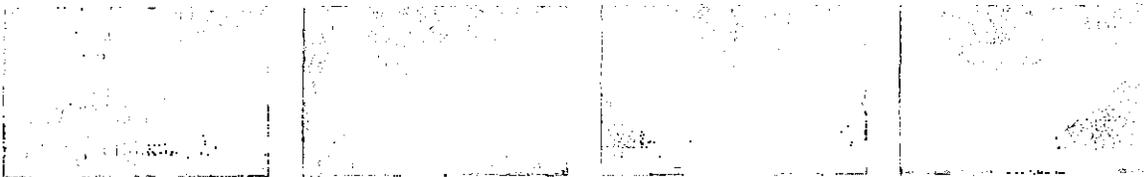
** This represents the ad as it will appear in Engineering News - Record. Please note, however, that ENR is not responsible for minor or incidental production variations which do not affect the readability of the ad.

Signature: W. DeCasper

Date: 11/11/08

Phoenix Constructors, JV CM/GC for the Port Authority of New York and New Jersey on the World Trade Center Transportation Hub project is pre-qualifying and will be soliciting proposals from subcontractors/vendors for Work Packages #7 (Fan Plant Installation), #1K (Permanent Elevators and Escalators), and #20 (Station Construction and Transit Hall) in the following disciplines:

- | | |
|--|--|
| <input type="checkbox"/> Furnish/Fabricate Type I Structural Steel (Exposed to view in public areas/Special Shapes) | <input type="checkbox"/> Misc. Metals |
| <input type="checkbox"/> Furnish/Fabricate Type II Structural Steel (Standard Profiles, not exposed to view in public areas) | <input type="checkbox"/> Dewatering |
| <input type="checkbox"/> Structural Steel (Types I & II) Erection (Including Pre-cast pre-stressed concrete box sections) | <input type="checkbox"/> Instrumentation |
| <input type="checkbox"/> Mechanical, Electrical, Plumbing (MEP) | <input type="checkbox"/> Mini-piles and Rock Anchors |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Concrete |
| | <input type="checkbox"/> Stone |
| | <input type="checkbox"/> Masonry |
| | <input type="checkbox"/> Drywall/Carpentry |



Interested Subcontractors/Vendors should fill out the Pre-qualification Questionnaire, Representations and Certifications found on our web site www.phoenixconstructors.com and submit it.

Phoenix Constructors

Attn: Procurement Manager

115 Broadway, 18th Floor, New York, NY 10006

Tel: 646-467-7101 Fax: 212-586-2350 or email: procurement.manager@phoenixconstructors.com

ENR Classifieds

Sales Rep: Kwadi Bailey

Advertiser: Phoenix Constructors

Start Date: 10/27/06

Space: CP-D

Please sign and fax this page TODAY confirming its receiving it to:
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production variations which do not affect the readability of the ad.

Signature: _____

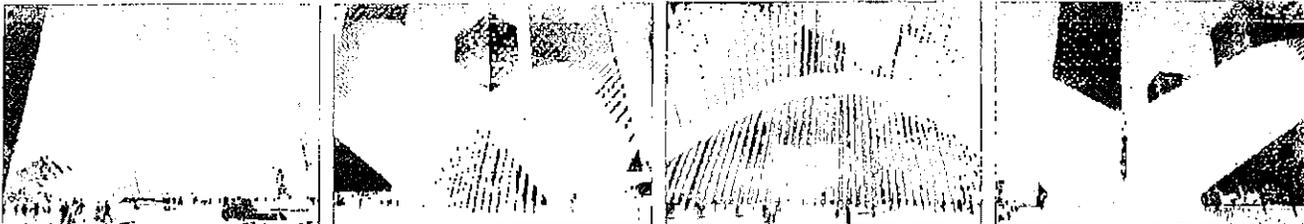
Date: _____

3/31/08



Phoenix Constructors, CM/GC for the Port Authority of New York & New Jersey on the World Trade Center Transportation Hub Project, is prequalifying and soliciting proposals from subcontractors and vendors for Work Package No. 20, Part I, Station Construction and Transit Hall - Structure to Grade in the following disciplines:

- Dewatering**
- Mini Piles and Rock Anchors**
- Instrumentation**
- Electrical**
- Mechanical HVAC**
- Plumbing**
- Fire Protection**
- Structural Steel - Fabrication and Erection**
- Miscellaneous Metals**
- drywall and Carpentry**
- Photolum. Markings and Signage**
- Shotcrete**
- Precast Concrete**
- Painting**
- Waterproofing**



Interested subcontractors/vendors should fill out the Subcontractors Prequalification Questionnaire at

www.phoenixconstructors.com and submit to:

Phoenix Constructors

Attn: Procurement Manager

115 Broadway, 18th Floor New York, NY 10006

Tel: 646-467-7101 Fax: 212-566-2350

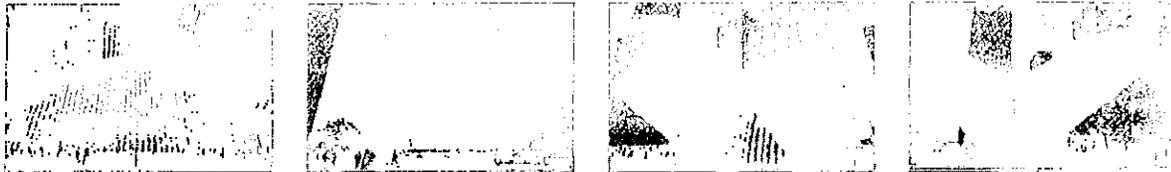
or email: procurement.manager@phoenixconstructors.com

JUN '07



Phoenix Constructors, JV CM/GC for the Port Authority of New York and New Jersey on the World Trade Center Transportation Hub project is prequalifying and will be soliciting proposals from subcontractors/vendors for Work Package #20A (Protection, Demo, Relocations) and #20B (Foundations & West Bath Tub) and #20C (Steel West Bath Tub) in the following disciplines:

- Mini Piles/Piling
 - F & I Structural Steel
 - Plumbing
 - Fire Protection
 - Electrical
 - Water Drainage
 - HVAC
 - Anchor/Rock Ties
- Pre-Cast Box Sections (For Mechanical Ventilation)



Interested Subcontractors/Vendors should fill out the Prequalification Questionnaire, Representations and Certifications found on our web site www.phoenixconstructors.com and submit to:

Phoenix Constructors
Attn: Procurement Manager
115 Broadway, 18th Floor, New York, NY 10006
Tel: 646-467-7101 Fax: 212-566-2350 or email: procurement.manager@phoenixconstructors.com

ENR Classifieds REVISED

Sales Rep: Jack LaLou

Advertiser: Phoenix Constructors #3

Start Date:

Space: OP-D

100% & 150% (enlarged for readability)

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Signature: William T. Decamp III **William T. Decamp III**
Procurement Manager

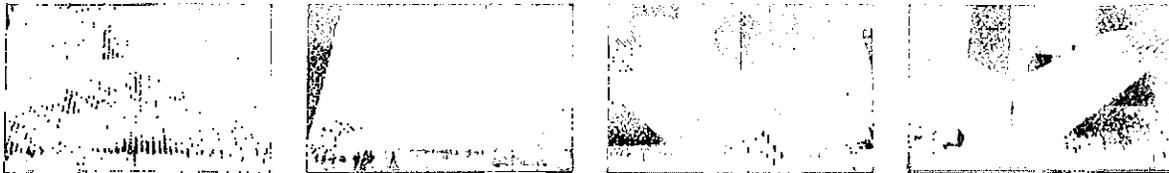
Date: 3/30/07

5412-1-108
PHOENIX



Phoenix Constructors, JV CM/GC for the Port Authority of New York and New Jersey on the World Trade Center Transportation Hub project is prequalifying and will be soliciting proposals from subcontractors/vendors for Work Package 20 (Demolition of Temporary North Access) in the following disciplines:

- Total Building Demo
- Plumbing
- Electrical
- Paving
- Landscaping & Hard Surfaces



Interested Subcontractors/Vendors should fill out the Prequalification Questionnaire, Representations and Certifications found on our web site www.phoenixconstructors.com and submit to:

Phoenix Constructors
Attn: Procurement Manager
115 Broadway, 18th Floor, New York, NY 10006
Tel: 646-467-7101 Fax: 212-566-2350 or email: procurement.manager@phoenixconstructors.com

ENR Classifieds

Sales Rep: Jack LaLou

Advertiser: Phoenix Constructors #8

Start Date:

Space: OP-D

100% & 150% (enlarged for readability)

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Signature: *William T. Decamp III*

William T. Decamp III
Procurement Manager

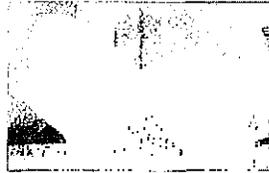
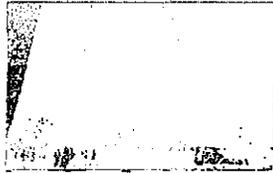
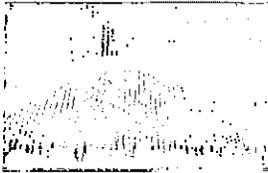
Date: 3/29/07

Aug '07



Phoenix Constructors, JV CM/GC for the Port Authority of New York and New Jersey on the World Trade Center Transportation Hub project is prequalifying and will be soliciting proposals from subcontractors/vendors for Work Package 20 D1/D2 (Sub & Superstructure & Building Envelope) in the following disciplines:

- F & I Structural Steel
- Movable Mechanical Roof System
- Skylight/Curtain Wall Glazing
- Aluminum Store Fronts
- Stainless Steel Handrails
- Floor Sealants
- Painting
- Misc Metals
- Granite & Stonework



Interested Subcontractors/Vendors should fill out the Prequalification Questionnaire, Representations and Certifications found on our web site www.phoenixconstructors.com and submit to:

Phoenix Constructors
Attn: Procurement Manager

115 Broadway, 18th Floor, New York, NY 10006

Tel: 646-467-7101 Fax: 212-566-2350 or email: procurement.manager@phoenixconstructors.com

ENR Classifieds REVISED

Sales Rep: Jack LaLou

Advertiser: Phoenix Constructors #5

Start Date:

Space: OP-D

100% & 150% (enlarged for readability)

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Signature: William T. Decamp III Procurement Manager

Date: 3/30/07

Handwritten notes and a circular stamp at the top right of the page.



Phoenix Constructors, JV CM/GC for the Port Authority of New York and New Jersey on the World Trade Center Transportation Hub project is prequalifying and will be soliciting proposals from subcontractors/vendors for Work Package #20E (Track Work) & 20F (Arch Finishes) in the following disciplines:

- Hollow Metal & Hardware
- Masonry
- Gypsum Board
- Metal Stud & Sheathing
- Stainless Steel Handrails
- Aluminum Storefront
- Ceramic & Quarry Tile
- Acoustic Absorption
- Acoustical Ceilings
- VCT Flooring
- Misc Metals
- Painting
- Security Gates & Grilles
- Radiant Heat Flooring
- Roofing & Water Proofing
- Granite Flooring
- Glass & Glazing
- Public Area Furniture
- Caulking



Interested Subcontractors/Vendors should fill out the Prequalification Questionnaire, Representations and Certifications found on our web site www.phoenixconstructors.com and submit to:

Phoenix Constructors
Attn: Procurement Manager

115 Broadway, 18th Floor, New York, NY 10006

Tel: 646-467-7101 Fax: 212-566-2360 or email: procurement.manager@phoenixconstructors.com

ENR Classifieds

Sales Rep: Jack LaLou

Advertiser: Phoenix Constructors #4

Start Date:

Space: OP-D

100% & 150% (enlarged for readability)

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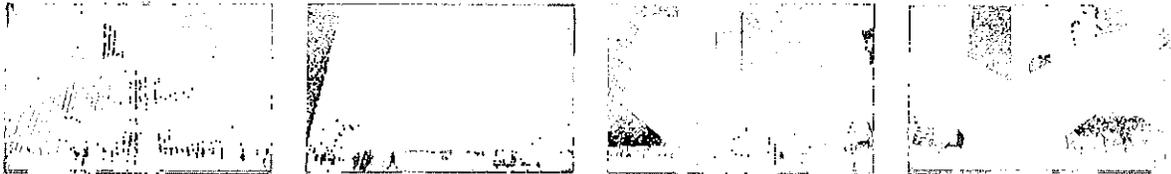
Signature: W.D. Campbell

Date: 3/29/07



Phoenix Constructors, JV CM/GC for the Port Authority of New York and New Jersey on the World Trade Center Transportation Hub project is prequalifying and will be soliciting proposals from subcontractors/vendors for Work Package 20G1/G2 (Mech, HVAC, Plumbing, Fire Protection) in the following disciplines:

- Mech Equip (F & I)
- Mechanical Controls
- Plumbing
- HVAC & Smoke Management
- Painting
- Fire Protection



Interested Subcontractors/Vendors should fill out the Prequalification Questionnaire, Representations and Certifications found on our web site www.phoenixconstructors.com and submit to:

Phoenix Constructors

Attn: Procurement Manager

115 Broadway, 18th Floor, New York, NY 10006

Tel: 646-467-7101 Fax: 212-566-2350 or email: procurement.manager@phoenixconstructors.com

ENR Classifieds

Sales Rep: Jack LaLou

Advertiser: Phoenix Constructors #6

Start Date:

Space: OP-D

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Signature: _____

William T. Decamp III

**William T. Decamp III
Procurement Manager**

Date: _____

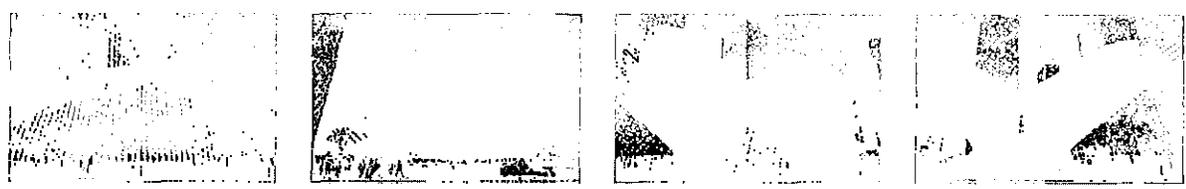
3/29/07

Jul '07



Phoenix Constructors, JV CM/GC for the Port Authority of New York and New Jersey on the World Trade Center Transportation Hub project is prequalifying and will be soliciting proposals from subcontractors/vendors for Work Package 20H1/H2 (Electrical) in the following disciplines:

- Electrical Power & Lighting
- Fire Alarm
- Public Address System
- HVAC & Smoke Management
- Lightning Protection
- Telephone & Communications
- Security Monitoring & Access Control
- Radio & Police Desk Comms
- Corrosion Control
- SCADA
- Building Management System
- Traction Power
- Electronic Support to Way Finding Systems
- Cellular & Wireless



Interested Subcontractors/Vendors should fill out the Prequalification Questionnaire, Representations and Certifications found on our web site www.phoenixconstructors.com and submit to:

Phoenix Constructors
Attn: Procurement Manager
115 Broadway, 18th Floor, New York, NY 10006
Tel: 646-467-7101 Fax: 212-566-2350 or email: procurement.manager@phoenixconstructors.com

ENR Classifieds REVISED

Sales Rep: Jack LaLou
Advertiser: Phoenix Constructors #7
Start Date:

Space: OP-D
100% & 150% (enlarged for readability)

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Signature: William T. Decamp III **William T. Decamp III**
Procurement Manager
Date: 3/30/07

DeVito, Ronald

From: DeCamp, William [William.DeCamp@bovislendlease.com]
Sent: Tuesday, November 18, 2008 5:46 PM
To: Kremmidas, Sara; Pagliettini, Mark; Leone, Saverio; DeVito, Ronald
Cc: Qureshi, Javed; Craig.Mcanally@phoenixconstructors.com; Kaur, Davinder
Subject: RE: Work Package 20 Advertisements

Gentlemen,

These ads also appeared in *Minority Commerce Weekly* in addition to *ENR*, and they were also in the *Dodge Reports* and on our Web Site.

Will

William T. DeCamp III

World Trade Center Transportation Hub
Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
will.decamp@phoenixconstructors.com
646.467.7103 tel.
212.566.2356 fax.
cell.

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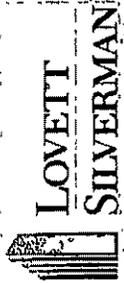
From: Kremmidas, Sara
Sent: Tuesday, November 18, 2008 2:03 PM
To: 'Mark Pagliettini'; 'Leone, Saverio'; DeVito, Ronald
Cc: DeCamp, William; Qureshi, Javed
Subject: FW: Work Package 20 Advertisements

Mark / Saverio / Ron,

As per your request this morning, attached is a file with every single Work Package 20 advertisement, along with the date it ran, most recent to oldest. The first two are the most recent and are for the current breakdown of WP 20 Drawings. The third is from March '08 and is for the "Part 1-3" breakdown of Drawings, while the rest are from 2007 and are for the "A-H" breakdown.

Thank you,
Sara

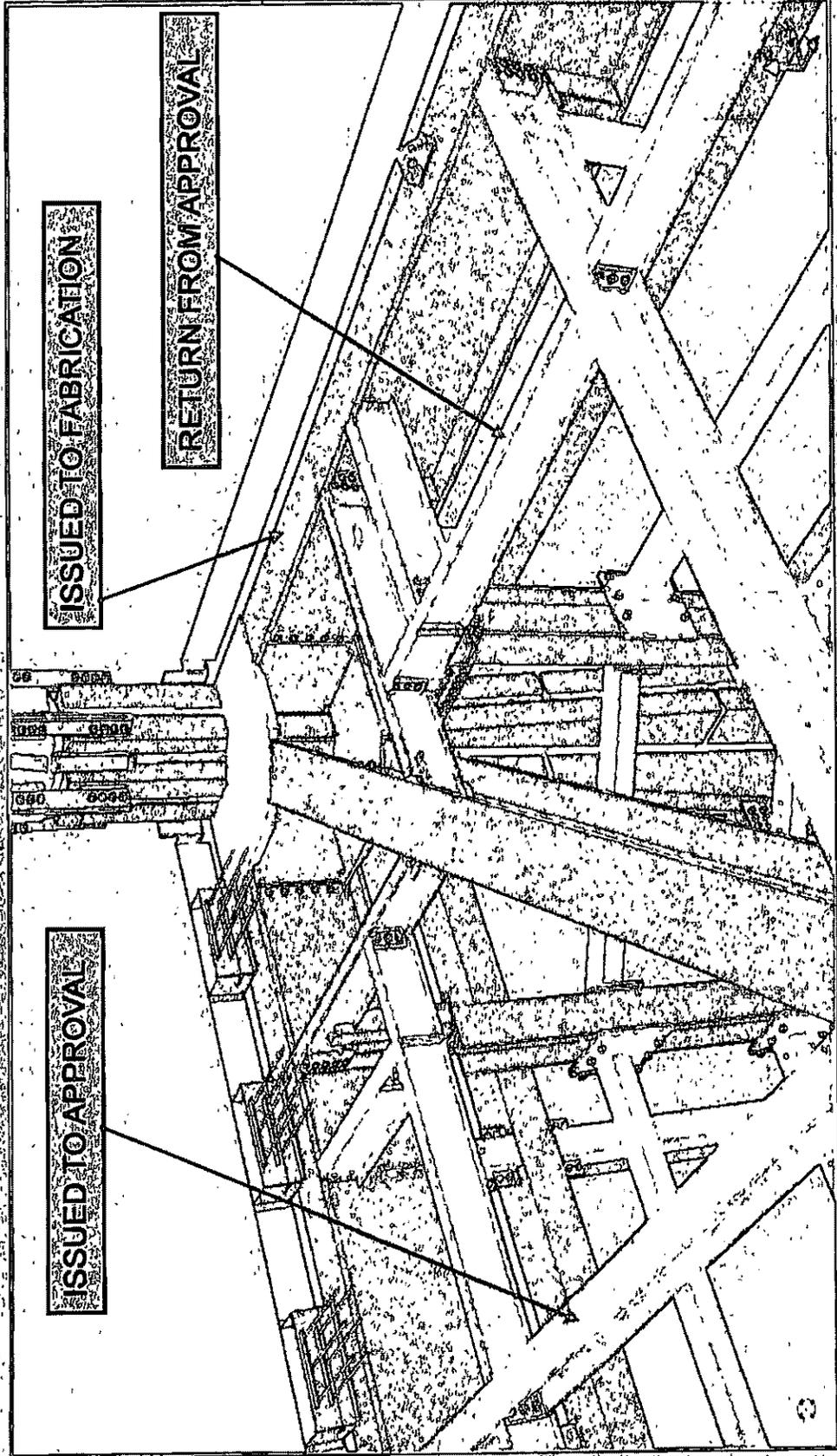
11/19/2008

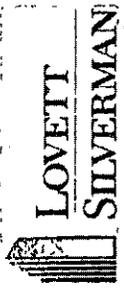


Project Information Management Plan



4D Technology – Structural Steel Member Status (By Colors)

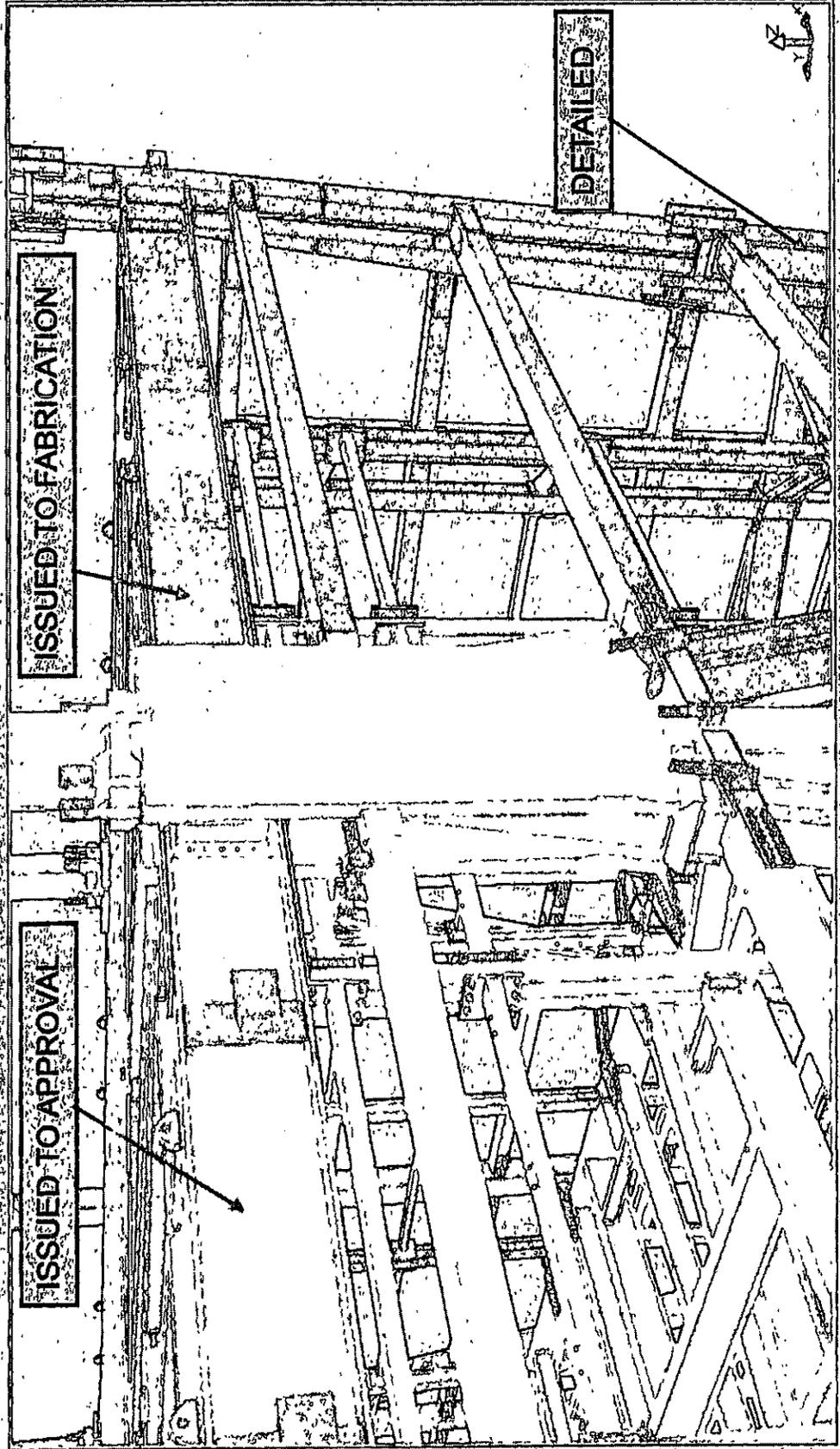


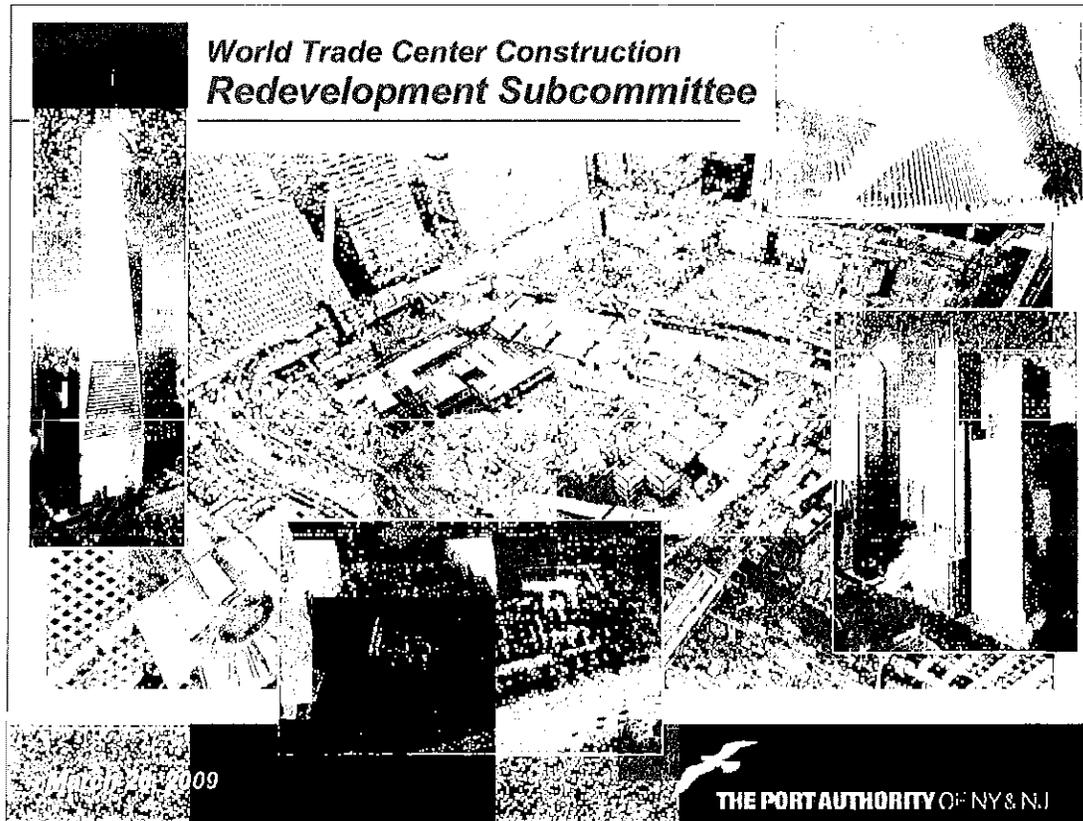


Project Information Management Plan



4D Technology - Structural Steel Member Status (By Colors)

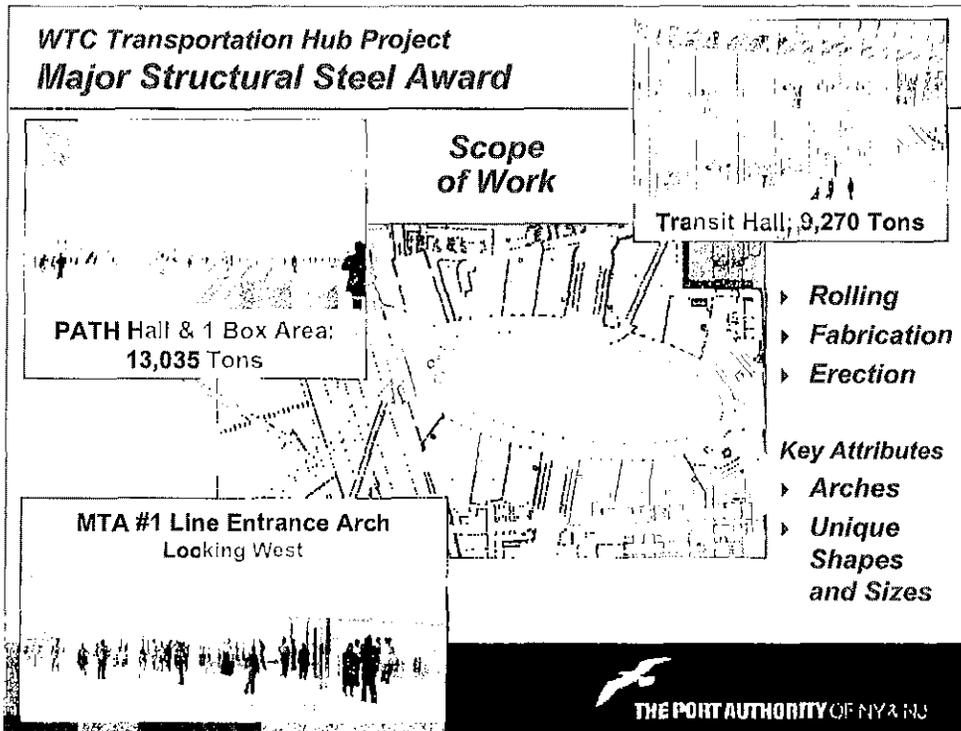




Commissioners, we would like to report that staff has achieved a **significant milestone** with the presentation of today's board item; **the contract for the procurement, fabrication and erection of a major portion of structural Steel for the WTC Transportation Hub.**

As part of the **reassessment process**, the construction of the PATH Hall Roof for the World Trade Center Transportation Hub was identified as a **critical priority, and a requirement, to support the 9/11/11 opening of the WTC Memorial Plaza.** Due to this priority, staff worked with the contractor to initiate the procurement process that enables the project to move forward, advancing our efforts to achieve a fully rebuilt World Trade Center site.

NEXT SLIDE



Today's award includes approval to award **over 22,000 tons** of structural steel required for the **PATH Hall Roof, the #1 Subway Line Passageway and the Transit Hall below grade.**

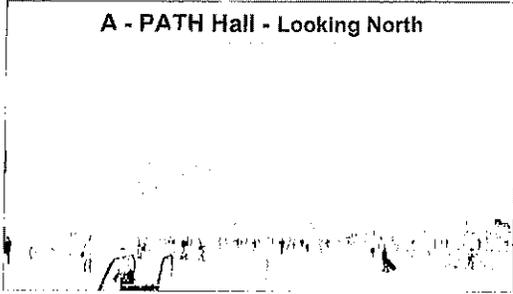
As illustrated on the presentation slide, you can see the unique design of the structural steel members that encompass both the East and West bathtubs, and when complete, will bring the Transit Hall up to grade level. This contract also includes the intumescent fire resistant coating for the steel, the metal decking and the required precast concrete work.

Note should be made that steel for the Oculus will be purchased separately.

NEXT SLIDE

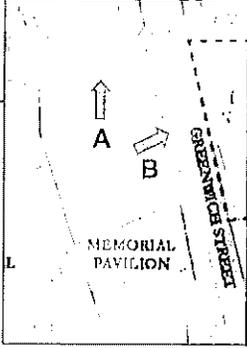
**WTC Transportation Hub Project
Major Structural Steel Award**

A - PATH Hall - Looking North



B - PATH Hall - Looking East





➤ **Procurement Method**
➤ RFQ / RFP & BAFO

➤ **Bidding Process**

- Prequalification Selection - Proposals - 4 Firms / Nov '08
- Technical & Commercial Proposals - 3 Firms / Feb '09
- BAFO's - March 2009

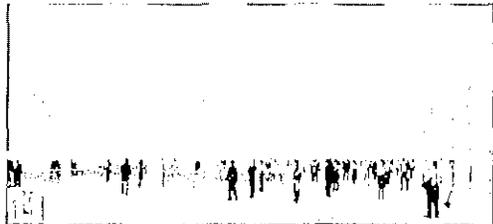
THE PORT AUTHORITY OF NY & NJ

Commissioners, the procurement method required the **prequalification of the bidding contractors, both technical and commercial proposals, followed by a negotiated best and final offer (BAFO) brought us to a best value award.**

Three strong teams comprised of erectors and fabricators; both domestic and international firms, submitted proposals.

NEXT SLIDE

**WTC Transportation Hub Project
Major Structural Steel Award**



**Procurement,
Fabrication and
Erection of Structural
Steel for Below Grade
Construction**

▶ **DCM Erectors, Inc.** - *Best Value Award*

Contract Amount:	\$ 338.8 M
Phoenix Constructors G&A/Fee:	\$ 36.5 M
Subtotal:	\$ 375.3 M
8 % Extra Work:	\$ 27.1 M
Total:	\$ 402.4 M
Downtown Design Partnership Support Services	\$15.0 M



THE PORT AUTHORITY OF NY & NJ

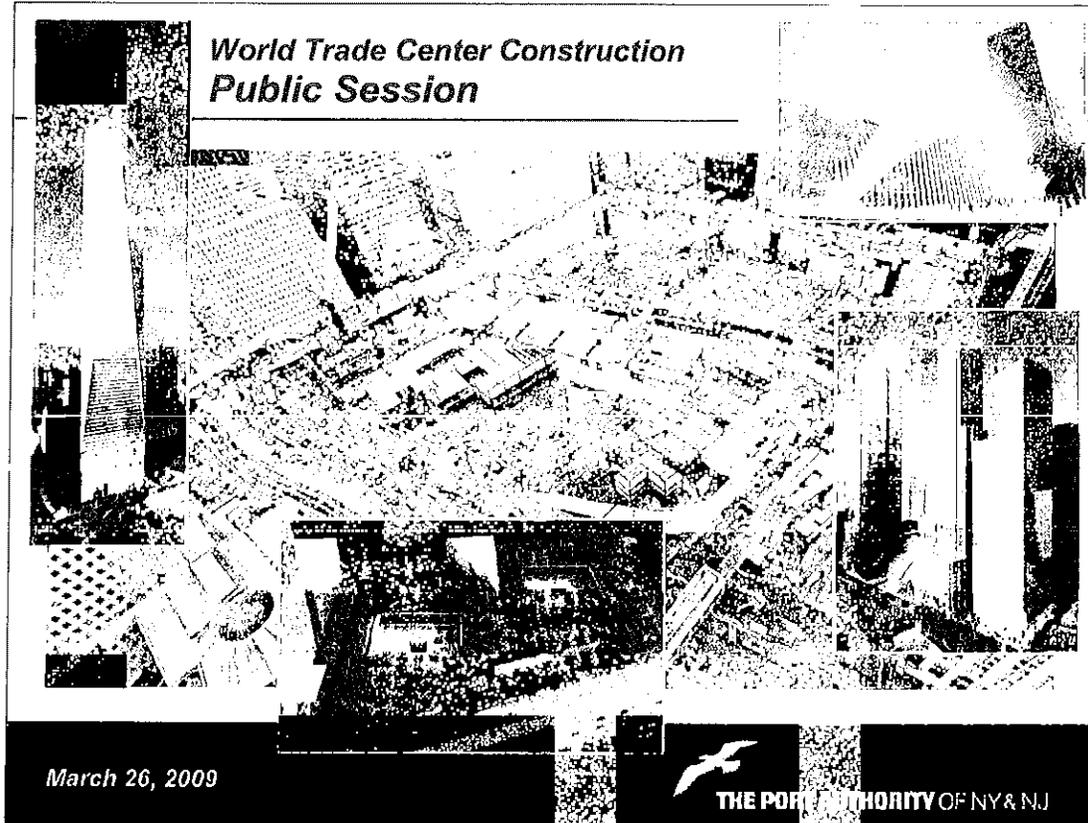
Therefore, staff recommends that **Phoenix Constructors** be given authorization to award the procurement, fabrication and erection of steel in the amount of **\$375.3 million, excluding an 8% allowance for extra work.**

It is also recommended that the Downtown Design Partnership provide construct support services for this work at an estimated amount of \$15 million.

Important to note is that DCM, the recommended awardee, will fabricate a significant portion of the steel in their South Plainfield, New Jersey facility.

Commissioners, we are very proud to request that you advance this item to the full Board for approval today.

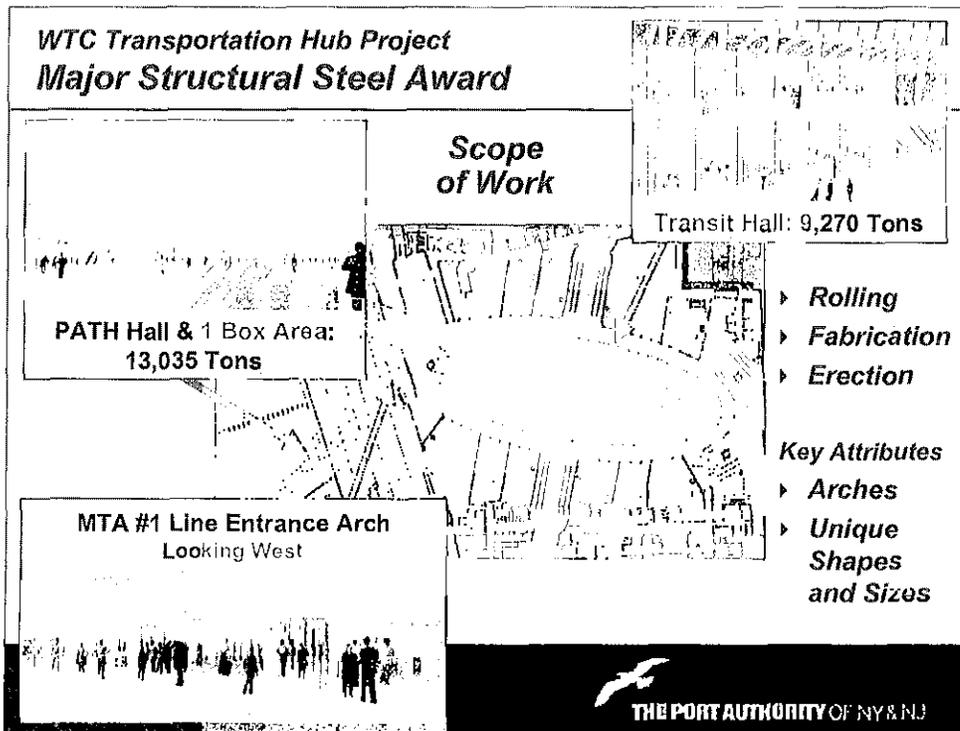
END



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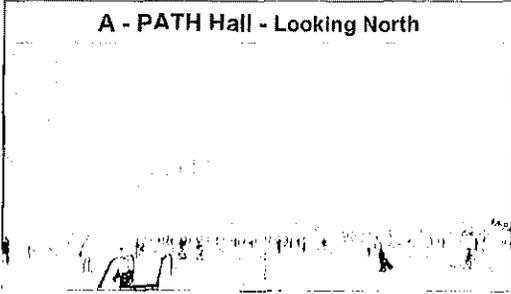
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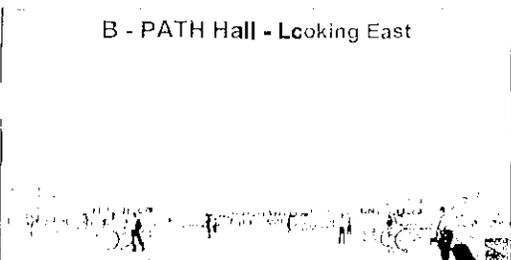
NEXT SLIDE

**WTC Transportation Hub Project
Major Structural Steel Award**

A - PATH Hall - Looking North



B - PATH Hall - Looking East



MEMORIAL PAVILION

GORHAM STREET

Procurement Method

- › RFQ / RFP & BAFO

Bidding Process

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- › BAFO's - March 2009

THE PORT AUTHORITY OF NY & NJ

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NEXT SLIDE

**WTC Transportation Hub Project
Major Structural Steel Award**



**Procurement,
Fabrication and
Erection of Structural
Steel for Below Grade
Construction**

▶ **DCM Erectors, Inc.** - Best Value Award

Contract Amount:	\$ 338.8 M
Phoenix Constructors G&A/Fee:	\$ 36.5 M
Subtotal:	\$ 375.3 M
8 % Extra Work:	\$ 27.1 M
Total:	\$ 402.4 M
Downtown Design Partnership Support Services	\$15.0 M



THE PORT AUTHORITY OF NY & NJ

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Important to note is that DCM, the recommended awardee, will fabricate a significant portion of the steel in their South Plainfield, New Jersey facility.

Commissioners, we are very proud to request that you advance this item to the full Board for approval today.

END

DeVito, Ronald

From: DeCamp, William [William.DeCamp@bovislendlease.com]
Sent: Thursday, April 02, 2009 4:47 PM
To: DeVito, Ronald
Cc: Foster, Lucy; Darrell.Waters@PhoenixConstructors.com; Qureshi, Javed; Kremmidas, Sara
Subject: FW: Bid Protest
Importance: High

Ron,

We request that the Port Authority address the allegations regarding Calatrava.

Thank you.

Will

William T. DeCamp III

World Trade Center Transportation Hub
Phoenix Constructors
115 Broadway, 18th Floor
New York, NY 10006
will.decamp@phoenixconstructors.com
646.467.7103 tel.
212.566.2356 fax.
646.423.6105 cell.

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From: Reiter, Allen G. [mailto:Reiter.Allen@arentfox.com]
Sent: Thursday, April 02, 2009 4:35 PM
To: 'william.decamp@phoenixconstructors.com'
Cc: Frankel, James E.; Rick Cooper; 'Charles Dougherty'
Subject: Bid Protest
Importance: High

Dear Mr. DeCamp:

As we discussed, I have attached our bid protest to this email. Please reply to me to confirm receipt. Hard copy is being delivered to you by hand. We are willing to meet with you at your convenience to discuss the serious issues that we have raised in the protest and would be pleased to assist you in your investigation of the facts underlying the protest.

Regards,

4/2/2009

Allen G. Reiter
Arent Fox LLP
1675 Broadway
New York, New York 10019
tel: (212) 484-3915
fax: (212) 484-3990
reiter.allen@arentfox.com

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