

# EXHIBIT A

**Canizio, Mark A.**

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**From:** Canizio, Mark A.  
**Sent:** Monday, December 23, 2013 3:36 PM  
**To:** Anthony Tavormina  
**Subject:** Superior v. Yonkers (Site J) - Depositions

Anthony:

Ron wrote me back and said he had no plans to be here after the 6<sup>th</sup> of January, and that he is also available on the 30th and 31st of Dec?

I assume your unavailability is unchanged and will let him know.

Mark

Mark A. Canizio  
Partner

**Duane Morris LLP**  
1540 Broadway  
New York, NY 10036-4086  
P: 212.692.1083  
F: 212.214.0937  
C: 917.757.0034

[macanizio@duanemorris.com](mailto:macanizio@duanemorris.com)  
[www.duanemorris.com](http://www.duanemorris.com)

**From:** Anthony Tavormina [<mailto:ATavormina@lewismckenna.com>]  
**Sent:** Monday, December 23, 2013 12:07 PM  
**To:** Canizio, Mark A.  
**Subject:** Superior v. Yonkers (Site J) - Depositions

Mark:

When we spoke last week, you mentioned the possibility of deposing Ron Federico on January 2, 2014. This date does not work for us. Please let me know of Ron's availability after January 6, 2014.

**Anthony J. Tavormina**  
LEWIS & MCKENNA  
82 East Allendale Road  
Saddle River, NJ 07458  
Office: (201) 934-9800  
Mobile: (347) 728-2603  
Fax: (201) 934-8681  
[atavormina@lewismckenna.com](mailto:atavormina@lewismckenna.com)



LEWIS & MCKENNA LLP

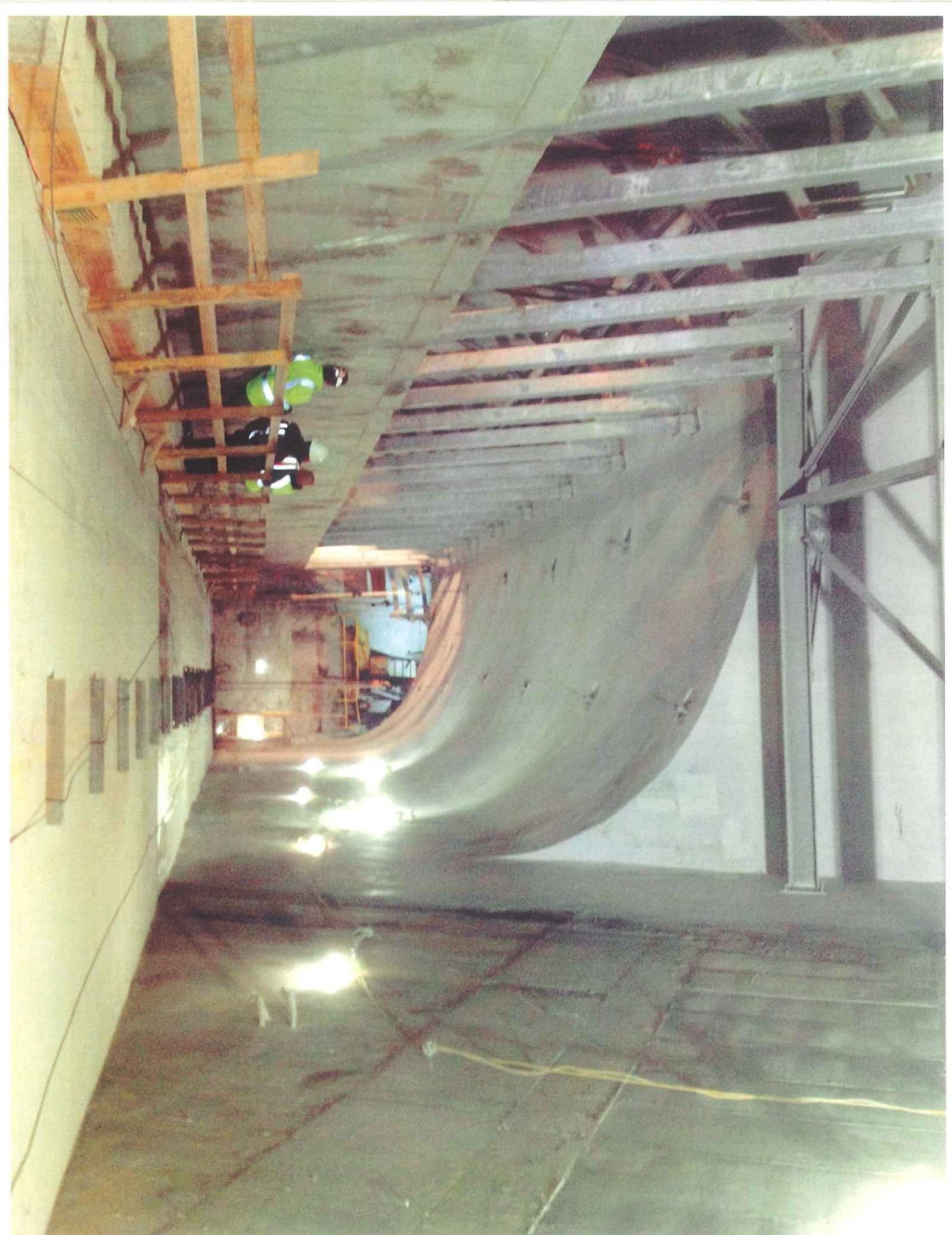


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# EXHIBIT B







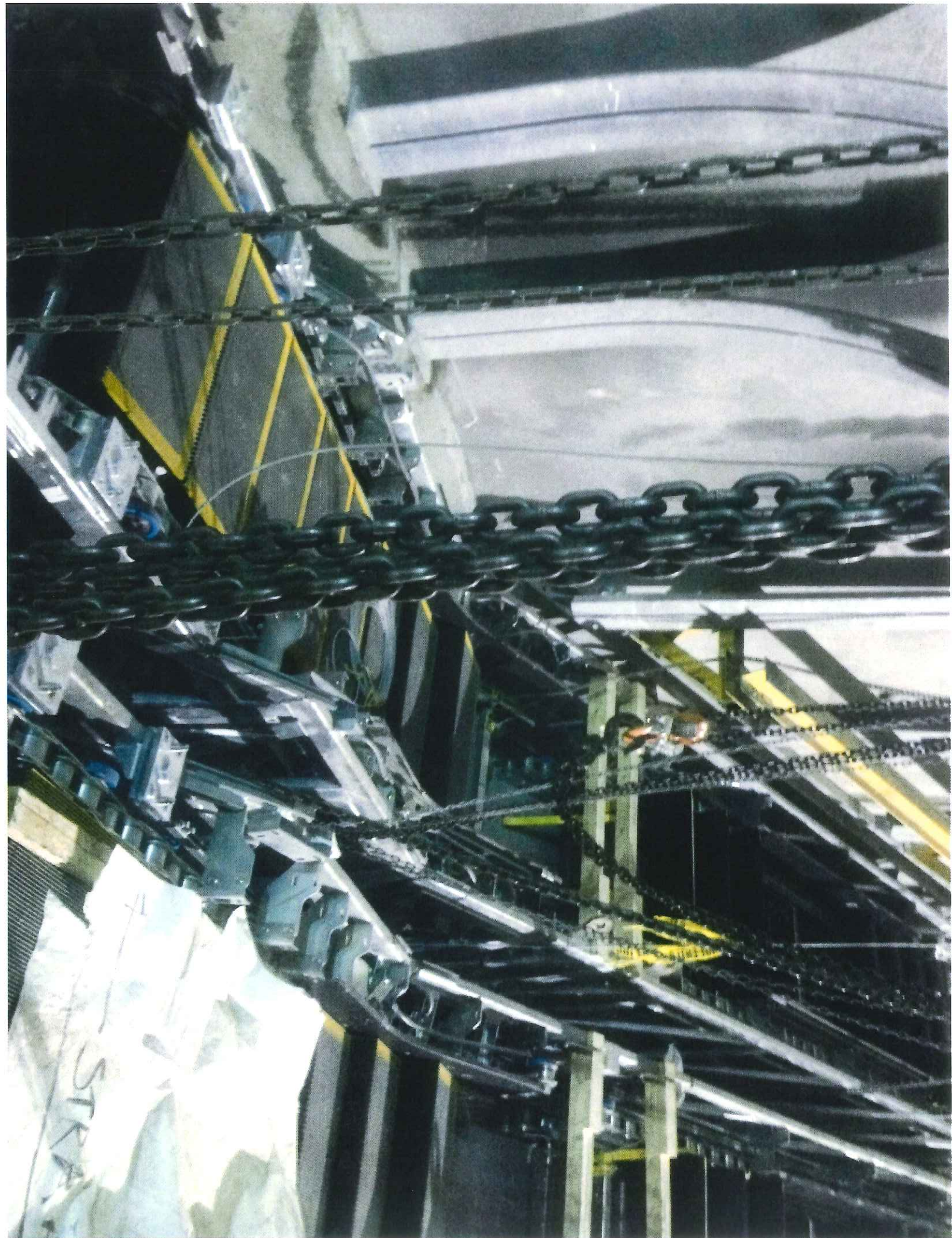












# **EXHIBIT 1**



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
SUPERIOR GUNITE,

Index No.:

Plaintiff,

SUMMONS

-against-

YONKERS CONTRACTING COMPANY, INC. and  
ZURICH AMERICA INSURANCE COMPANY,

Defendants,  
-----X

To the Above Named Defendants:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance on Plaintiff's attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiff designates Westchester County as the place of trial. The basis of venue is designated in the contract between the parties.

Dated: New York, New York  
March 25, 2013

DUANE MORRIS LLP  
Attorneys for Plaintiff

By: 

Mark Canizio, Esq.  
1540 Broadway  
New York, NY 10036  
212-692-1000  
MACanizio@duanemorris.com

**Defendants' Addresses:**

Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, New York 10704

Zurich American Insurance Company  
1400 American Lane  
Schaumburg, IL 60196

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
SUPERIOR GUNITE,

Plaintiff,

-against-

YONKERS CONTRACTING COMPANY, INC. and  
ZURICH AMERICA INSURANCE COMPANY,

Defendants,  
-----X

Index No.:

**VERIFIED  
COMPLAINT**

Plaintiff, Superior Gunite, by its attorneys Duane Morris LLP, as and for its verified complaint against defendants Yonkers Contracting Company, Inc. ("Yonkers") and Zurich America Insurance Company ("Zurich"), respectfully alleges as follows:

**THE PARTIES**

1. At all times relevant herein, Superior Gunite was and is a corporation organized and existing under the laws of the State of California and authorized to do business in the State of New York, with an office and principal place of business located at 12306 Van Nuys Blvd. Lakeview Terrace, California.

2. Upon information and belief, and at all times relevant herein, Defendant Yonkers was and is a domestic corporation organized and existing under the laws of the State of New York, with its place of business located at 969 Midland Avenue, Yonkers, New York.

3. Upon information and belief, at all times relevant herein, Defendant Zurich was and is a surety company licensed and authorized to conduct business within the State of New York.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST YONKERS

4. Superior Gunitite repeats and reiterates these allegations set forth in paragraphs "1" through "3" hereof.

5. On or about March 3, 2011, Superior Gunitite and Yonkers entered into a certain written subcontract agreement (the "Subcontract") pursuant to which Superior Gunitite agreed, inter alia, to perform certain work in connection with the project known as the Excavation/Mining/Lining of Vertical Shaft, E1, E2 Inclined Tunnels, TI Connector Tunnel, and the Construction of a Ventilation Building and Station Entrance Structure at Site J in New York, New York (the "Project").

6. The Subcontract required Superior Gunitite to provide all labor, materials and equipment necessary for the furnishing, installation and placement of certain shotcrete work at the Project.

7. In consideration for the work, labor, services and materials to be provided by Superior Gunitite, the Subcontract required Yonkers to pay the sum of \$7,500,000, including such other additions or deletions to the work as the parties might agree upon.

8. The Subcontract further provided that the parties could make changes in the work to be performed, and that such changes would be memorialized in change orders adjusting the Subcontract price.

9. Subsequent to March 3, 2011, a series of change orders and other additions were issued by Yonkers to Superior Gunitite, adjusting the Subcontract price to the sum of \$9,149,073, of which only \$5,949,834 has been paid, leaving a balance in the amount of \$3,199,239 no part of which has been paid dispute due demand therefor.

10. Superior Gunitite has fully performed all of its obligations under the Subcontract, except to the extent it was prevented from doing so by the actions or omissions of Yonkers.

11. Yonkers materially breached the Subcontract by failing and refusing to pay Superior Gunitite as required by the Subcontract.

12. The total amount which Superior Gunitite is entitled to be paid for its obligations under the Subcontract is \$9,149,073, of which Yonkers has paid only \$5,949,834, leaving a balance of \$3,199,239, no part of which has been paid despite due demand.

13. As a result of the foregoing, Yonkers is liable to Superior Gunitite in the amount of \$3,199,239, plus interest thereon.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST ZURICH**

14. Superior Gunitite repeats and reiterates the allegations set forth in paragraphs "1" through "13" hereof.

15. On or about September 3, 2010, Zurich, as surety, and Yonkers, as principal, signed and executed a payment bond, Bond No. PRF09011946, guaranteeing prompt payment of all monies due to persons furnishing labor, supplies, materials or equipment used in the prosecution of the Project, including the work performed pursuant to the Subcontract between Superior Gunitite and Yonkers (the "Bond"). (A true and complete copy of the Bond is annexed hereto as Exhibit "A").

16. Pursuant to the Subcontract, Superior Gunitite provided certain labor and equipment, and furnished certain materials for the Project.

17. Superior Gunitite fully performed all of its obligations under the Subcontract, except to the extent that its performance was hindered or prevented by the acts and/or omissions

of Yonkers, including Yonkers failure and/or refusal to make payments as required under the Subcontract.

18. On or about January 3, 2013, Superior Gunite notified Zurich and Yonkers, among others, of its claim against the Bond.

19. By virtue of the work performed by Superior Gunite pursuant to the Subcontract, there is currently due and owing to Superior Gunite the sum of \$3,199,239 together with interest thereon, no part of which has been paid by Yonkers or Zurich although duly demanded.

20. By reason of the foregoing, Superior Gunite has been damaged in the sum of \$3,199,239, together with interest thereon.

**WHEREFORE**, Plaintiff Superior Gunite demands judgment as follows:

1. On the First Cause of Action, against Yonkers in the amount of \$3,199,239, together with interest thereon;
2. On the Second Cause of Action against Zurich in the amount of \$3,199,239 together with interest thereon; and
3. For such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
March 25, 2013

**DUANE MORRIS LLP**  
Attorneys for Plaintiff

By: 

Mark Canizio, Esq.  
1540 Broadway  
New York, NY 10036  
212-692-1000  
MACanizio@duanemorris.com

To: Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, New York 10704

Zurich American Insurance Company  
1400 American Lane  
Schaumburg, IL 60196

ATTORNEY VERIFICATION

STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )     ss.:

MARK CANIZIO, an attorney duly admitted to practice law before the Courts of the State of New York, being duly sworn deposes and says:

I am a member of the firm of Duane Morris LLP, attorneys for Superior Gunite, the plaintiff in the within action; I have read the foregoing Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

This Verification is submitted by me and not by plaintiff, Superior Gunite, for the reason that the plaintiff is not within the county where I have my office and I am familiar with the facts upon which the suit is based.

The grounds of my belief as to all matters not stated upon my knowledge are investigations and reports made to me.

  
MARK CANIZIO

Sworn to before me this  
25<sup>th</sup> day of March, 2013

  
NOTARY PUBLIC

MAUREEN MULLEN  
Notary Public, State of New York  
No. 01MU4830532  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires February 28, 2014



# **EXHIBIT 2**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
SUPERIOR GUNITE

Plaintiff,

-against-

YONKERS CONTRACTING COMPANY, INC., and  
ZURICH AMERICAN INSURANCE COMPANY,

Defendants.  
-----X

Index No. 54272/2013

VERIFIED ANSWER,  
SEPARATE DEFENSES,  
AND COUNTERCLAIM  
OF DEFENDANTS  
YONKERS CONTRACTING  
COMPANY, INC., AND  
ZURICH AMERICAN  
INSURANCE COMPANY

Yonkers Contracting Company, Inc. ("Yonkers"), and Zurich American Insurance Company ("Zurich") (hereinafter sometimes collectively referred to as "Defendants"), by their attorneys, Veneruso, Curto, Schwartz & Curto, L.L.P., as and for their answer to the Verified Complaint dated March 25, 2013 of Superior Gunite (hereinafter referred to as "Plaintiff"), answer, allege and say as follows:

1. Upon information and belief, the Defendants admit the allegations set forth in Paragraph 1 of the Verified Complaint.
2. The Defendants admit the allegations set forth in Paragraph 2 of the Verified Complaint.
3. The Defendants admit the allegations set forth in Paragraph 3 of the Verified Complaint, except as to state that the correct name of Defendant is Zurich American Insurance Company.

**IN ANSWER TO THE FIRST CAUSE OF ACTION AGAINST YONKERS**

4. The Defendants repeat and reassert each and every answer to the allegations of Paragraphs 1 through 3 of the Verified Complaint as if fully set forth at length herein.
5. The Defendants admit that on or around March 3, 2011, Yonkers entered into a subcontract with the Plaintiff ("Subcontract") for certain work relating to Metropolitan Transit

Authority ("MTA") project identified as the Excavation/Mining/Lining of the Vertical Shaft E1, E2, Inclined Tunnels, T1 Connector Tunnel, and the Construction Ventilation Building and Station Entrance Structure at Site J, Contract No.: C-266510, located in at the south side of the intersection of 34<sup>th</sup> Street and 11<sup>th</sup> Avenue, in New York, New York (hereinafter the "Project"). The Defendants state that the Subcontract speaks for itself and deny knowledge or information sufficient to form a belief as to all other allegations set forth in Paragraph 5 of the Verified Complaint.

6. The Defendants admit that the Subcontract required Plaintiff to provide labor, materials and equipment necessary for the furnishing, installation and placement of certain shotcrete work at the Project and deny all other allegations set forth in Paragraph 6 of the Verified Complaint.

7. The Defendants admit that the Subcontract price was \$7,500,000, subject to additions and deletions, and state that the Subcontract speaks for itself and deny all other allegations set forth in Paragraph 7 of the Verified Complaint.

8. The Defendants state that the Subcontract speaks for itself and deny knowledge or information sufficient to form a belief as to all other allegations set forth in Paragraph 8 of the Verified Complaint.

9. The Defendants deny the allegations set forth in Paragraph 9 of the Verified Complaint, except as to admit that certain change orders were agreed to by the parties.

10. The Defendants deny the allegations set forth in Paragraph 10 of the Verified Complaint.

11. The Defendants deny the allegations set forth in Paragraph 11 of the Verified Complaint.

12. The Defendants deny the allegations set forth in Paragraph 12 of the Verified Complaint.

13. The Defendants deny the allegations set forth in Paragraph 13 of the Verified Complaint.

**IN ANSWER TO THE SECOND CAUSE OF ACTION AGAINST ZURICH**

14. The Defendants repeat and reassert each and every answer to the allegations of Paragraphs 1 through 13 of the Verified Complaint as if fully set forth at length herein.

15. Defendants admit that on or about September 3, 2010, Zurich as surety and Yonkers, as principal, executed Payment Bond No. PRF09011946 (the "Bond") relating to the Project pursuant to the Contract between the MTA and Yonkers and Defendants state that the Bond speaks for itself. Defendants state that contrary to the allegations set forth in Paragraph 15 of the Verified Complaint, a copy of the Bond is not annexed to the Verified Complaint. Defendants deny all other allegations set forth in Paragraph 15 of the Verified Complaint.

16. The Defendants deny the allegations set forth in Paragraph 16 of the Verified Complaint except as to specifically admit that Plaintiff was a subcontractor, and did furnish labor and materials, on the Project.

17. Defendants deny the allegations set forth in Paragraph 17 of the Verified Complaint.

18. The Defendants deny knowledge or information sufficient to form a belief as to the allegations set forth in Paragraph 18 of the Verified Complaint and leave Plaintiff to its proof.

19. Defendants deny the allegations set forth in Paragraph 19 of the Verified Complaint.

20. Defendants deny the allegations set forth in Paragraph 20 of the Verified Complaint.

**AFFIRMATIVE DEFENSES**

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by failure of conditions precedent.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, to the extent that it seeks payment of sums for work for which the MTA has yet to remit to Yonkers.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by the terms of the Contract and/or the Subcontract.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

The Plaintiff has failed to name and/or properly identify a necessary party to this action.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by the doctrine of set-off.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by material breach of contract on the part of Plaintiff.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by the doctrine of accord and satisfaction.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by the doctrine of waiver.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by the doctrine of laches.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by the doctrine of release.

**AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by the doctrine of estoppel.

**AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

Plaintiff has been paid and has accepted all sums due and owing.

**AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by Plaintiff's failure to mitigate its damages.

**AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by Plaintiff's breach of the implied covenant of good faith and fair dealing.

**AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE**

The Plaintiff's asserted claim against the Bond is defective.

**AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE**

The plaintiff's claims are barred by the terms and conditions of the Bond.

**AS AND FOR A COUNTERCLAIM AGAINST PLAINTIFF**  
**(Breach of Contract)**

Defendant Yonkers Contracting Company, Inc., ("Yonkers") as and for its counterclaim against Plaintiff, Superior Gunite ("Superior") states as follows:

1. On or about March 3, 2011, Yonkers entered into a written Subcontract with Plaintiff Superior pursuant to which Superior undertook to perform certain work relating to furnishing labor,

supplies, materials and equipment for certain shotcrete work on the Project for the initial agreed upon price of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00).

2. Superior failed to timely and sufficiently perform its obligations, services and work and supply all necessary materials under the Subcontract.

3. In order to keep the Project on schedule and to timely finish the work on the Project, Yonkers had to provide material, men and perform and finish various aspects and work within Plaintiff's scope of the Subcontract.

4. Upon information and belief, Plaintiff failed to provide necessary material and equipment on the Project as required by the Subcontract.

5. Upon information and belief, Plaintiff failed to provide sufficient labor and materialmen and material on the Project at various times and thereby caused significant delay in the Project.

6. Upon information and belief, Plaintiff failed to adequately staff and provide supervisory personnel on the Project as required by the Subcontract.

7. Upon information and belief, Plaintiff failed to perform its work in a proper, timely and workmanlike manner, despite due demand.

8. Yonkers fully complied with all aspects of the Subcontract.

9. Plaintiff breached the Subcontract.

10. As a result of Plaintiff's failures of performance and breaches of duty and contract, and pursuant to the terms of the Subcontract, Yonkers performed work and provided labor, material and equipment to the Project to perform the work and services that were within the scope of the Superior Subcontract.

11. In addition to the foregoing and not in limitation thereof, as a result of the actions and

inactions of Plaintiff, Defendant Yonkers incurred damages.

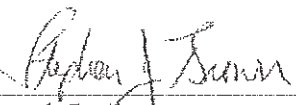
12. As a result of the foregoing, upon information and belief, Defendant Yonkers has been damaged and Plaintiff is liable therefor, for a sum in excess of \$1,700,000.00, the exact amount shall be proven at trial.

WHEREFORE, defendants Yonkers Contracting Company, Inc. and Zurich American Insurance Company demand judgment as follows:

- A. Dismissing the Verified Complaint, together with costs, disbursements and attorneys' fees; and
- B. Dismissing and striking the Plaintiff's claim against the Bond;
- C. Granting judgment in favor of Defendant Yonkers and against Plaintiff Superior on Defendant's Counterclaim, in connection with the breach of Plaintiff of the Subcontract, together with interest, costs and attorneys' fees;
- E. Granting such other and further relief as this Court deems just and proper.

Dated: Yonkers, New York  
May 20, 2013

VENERUSO, CURTO, SCHWARTZ  
& CURTO, LLP

By:   
Joseph R. Curto  
Stephen J. Brown  
*Attorneys for Defendants*  
*Yonkers Contracting Co., Inc., and Zurich*  
*American Insurance Company*  
35 East Grassy Sprain Road, Suite 400  
Yonkers, New York 10710  
(914) 779-1100



To: Mark Canizio, Esq.  
Duane Morris LLP  
1540 Broadway  
New York, New York 10036  
*Attorneys for Plaintiff*

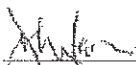
VERIFICATION

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF WESTCHESTER    )

JOHN KOLAYA, P.E., being duly sworn, deposes and says:

Deponent is the President of Yonkers Contracting, Inc., has read the foregoing Answer, Separate Defenses and Counterclaim and swears that the contents of said Answer, Affirmative Defenses and Counterclaim are true to the knowledge of deponent, except as to those matters therein stated to be alleged on information and belief, and as to those matters, deponent believes the same to be true.

That the reason this verification is made by said party is that defendant is not a natural person and deponent is an authorized representative thereof, to wit: its President, and that his knowledge and information above is based upon the books and records of said party.

  
\_\_\_\_\_  
John Kolaya, President  
Yonkers Contracting Company, Inc.

Sworn to before me this  
24 day of May, 2013

  
\_\_\_\_\_  
Notary Public

STEPHEN J. BROWN  
Notary Public, State of New York  
No. 02BR6168810  
Qualified in Westchester County  
Commission Expires June 18, 2014

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
SUPERIOR GUNITE

Plaintiff,

Index No. 54272/2013

-against-

YONKERS CONTRACTING COMPANY INC., and  
ZURICH AMERICAN INSURANCE COMPANY,

Defendants.  
-----X

VERIFIED ANSWER, SEPARATE DEFENSES AND COUNTERCLAIM  
OF DEFENDANTS YONKERS CONTRACTING COMPANY, INC.,  
AND ZURICH AMERICAN INSURANCE COMPANY

VENERUSO, CURTO, SCHWARTZ & CURTO, LLP  
*Counsel for Defendants*  
*Yonkers Contracting Co., Inc., and Zurich American Ins. Co.*  
35 EAST GRASSY SPRAIN ROAD, SUITE 400  
YONKERS, NEW YORK 10710  
TEL. NO.: (914) 779-1100

# **EXHIBIT 3**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
SUPERIOR GUNITE,

Index No.: 54272/2013

Plaintiff,

-against-

**VERIFIED REPLY  
TO COUNTERCLAIM**

YONKERS CONTRACTING COMPANY, INC. and  
ZURICH AMERICA INSURANCE COMPANY,

Defendants.  
-----X

Plaintiff, Superior Gunite, by its attorneys Duane Morris LLP, as and for its Reply to Counterclaim of defendants Yonkers Contracting Company, Inc. ("Yonkers") and Zurich America Insurance Company ("Zurich"), states as follows:

1. Admits that on or about March 3, 2011, Superior Gunite and Yonkers entered into a written subcontract agreement (the "Subcontract") pursuant to which Superior Gunite agreed to perform certain work in connection with the project known as the Excavating/Mining/Lining of Vertical Shaft, E1, E2 Inclined Tunnels, TI Connector Tunnel, and the Construction of a Ventilation Building and Station Entrance Structure at Site J in New York, NY (the "Project"), and denies the truth of the balance of the allegations set forth in paragraph 1 of the Counterclaim. Superior Gunite respectfully requests leave to refer to the Subcontract upon the trial of this action, and incorporates the Subcontract, including all of the drawings, specifications, plans and other documents forming the Subcontract, as if set forth at length herein.

2. Denies the truth of the allegations set forth in paragraphs 2 through 12 of the Counterclaim.

FIRST AFFIRMATIVE DEFENSE TO COUNTERCLAIM

3. The Counterclaim fails to state a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE TO COUNTERCLAIM

4. Defendants' Counterclaim is barred due to Yonkers' breach of the terms and conditions of the Subcontract.

THIRD AFFIRMATIVE DEFENSE TO COUNTERCLAIM

5. Defendants are barred from recovery in this proceeding by the doctrines of waiver, estoppel and/or unclean hands.

FOURTH AFFIRMATIVE DEFENSE TO COUNTERCLAIM

6. Defendants' failed to provide sufficient notice of delays purportedly caused by plaintiff's inadequate work and/or staff, and failed to provide reasonable opportunity to cure.

FIFTH AFFIRMATIVE DEFENSE TO COUNTERCLAIM

7. Defendants' purported damages are voluntarily incurred, and as such, may not be recovered from the plaintiff.

WHEREFORE, Plaintiff Superior Gunite demands judgment dismissing the Counterclaim of Defendants Yonkers Contracting Company, Inc. and Zurich American Insurance Company, and such other and further relief as the Court deems just and proper.

Dated: New York, New York  
June 10, 2013

DUANE MORRIS LLP  
Attorneys for Plaintiff

By: 

Mark Canizio, Esq.  
1540 Broadway  
New York, NY 10036  
212-692-1000  
MACanizio@duanemorris.com

TO: VENERUSO, CURTO, SCHWARTZ & CURTO, LLP  
Attorneys for Defendants  
35 East Grassy Sprain Road, Suite 400  
Yonkers, New York 10710  
Attn.: Joseph R. Curto, Esq. / Stephen J. Brown, Esq.

ATTORNEY VERIFICATION

STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )

SS.:

MARK CANIZIO, an attorney duly admitted to practice law before the Courts of the State of New York, being duly sworn deposes and says:

I am a member of the firm of Duane Morris LLP, attorneys for Superior Gunite, the plaintiff in the within action; I have read the foregoing Reply and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

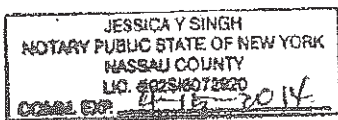
This Verification is submitted by me and not by plaintiff, Superior Gunite, for the reason that the plaintiff is not within the county where I have my office and I am familiar with the facts upon which the suit is based.

The grounds of my belief as to all matters not stated upon my knowledge are investigations and reports made to me.

  
MARK CANIZIO

Sworn to before me this  
10<sup>th</sup> day of June 2013

  
NOTARY PUBLIC





AFFIDAVIT OF SERVICE

STATE OF NEW YORK            )  
  )       ss.:  
COUNTY OF NEW YORK

ROSEABEL SCHECK, being duly sworn, deposes and says:

That deponent is not a party to the action, is over 18 years of age, and resides in Cliffside Park, New Jersey. On June 10, 2013, I served the within VERIFIED  
REPLY TO COUNTERCLAIM upon:

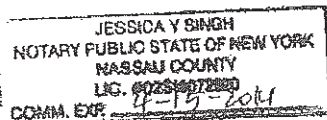
VENERUSO, CURTO, SCHWARTZ & CURTO, LLP  
Attorneys for Defendants  
35 East Grassy Sprain Road, Suite 400  
Yonkers, New York 10710  
Attn.: Joseph R. Curto, Esq. / Stephen J. Brown, Esq.

at the addresses indicated on said service list by electronic mail and by depositing a true copy of same enclosed in postpaid, properly addressed wrappers in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

  
ROSEABEL SCHECK

Sworn to before me this  
10<sup>th</sup> day of June, 2013

  
NOTARY PUBLIC



# **EXHIBIT 4**



**Yonkers Contracting Company, Inc.**

Building Quality for Over 65 Years

969 Midland Avenue Yonkers, NY 10704 Tel 914.965.1500 Fax 914.378.8814

May 11, 2011

YCC No.: 10-0212-18 R 2

Ron Federico, Exec. VP  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

Phone: 818-896-9199 Fax: 818-896-6699

Re: Excavation/Mining/Lining of Vertical Shaft  
E1, E2, Inclined Tunnels, T1 Connector Tunnel,  
and the Construction of a Ventilation Building  
and Station Entrance Structure at Site J  
Contract C-26510

Dear Mr. Federico:

For your records, please find enclosed one (1) original executed Subcontract Agreement for the above referenced project.

Should you have any questions, contact me at 914-965-1500 ext. 741.

Very truly yours,  
Yonkers Contracting Company, Inc.

*Jessica Rodriguez*

Jessica Rodriguez  
Procurement Department

cc: JK, CM, JC, JS, RS/SA/JP (Field), File, AS (Original)

Encl.

JR/jr

## **SUBCONTRACT AGREEMENT**

AGREEMENT made this 3<sup>rd</sup> day of March, 2011, by and between Yonkers Contracting Company, Inc., a New York corporation, with offices at 969 Midland Avenue, Yonkers, NY 10704 ("YCC" and/or "Contractor"), and Superior Gunite, a corporation organized under the laws of the State of California, with its main office at 12306 Van Nuys Boulevard, Lakeview Terrace, CA 91342 ("Subcontractor").

### **WITNESSETH**

**WHEREAS**, Contractor has entered into a contract with The Metropolitan Transit Authority ("the Owner") in connection with a project identified as the Excavation/Mining/Lining of Vertical Shaft, E1, E2, Inclined Tunnels, T1 Connector Tunnel, and the Construction of a Ventilation Building and Station Entrance Structure at Site J in New York, NY (the "Project"), pursuant to Contract No.: C-26510 (hereinafter referred to as the "Prime Contract"). The Prime Contract dated as of **October 13, 2010**, which contract, and accompanying plans, standard specifications, general conditions, special conditions, supplementary conditions, provisions, addenda, modifications, riders, changes or additions thereto, and all other documents incorporated by reference and forming a part of the Prime Contract between Owner and Contractor are hereinafter collectively referred to as the "Contract Documents"; and

**WHEREAS**, Contractor wishes to employ Subcontractor to perform a portion of the work called for in the Prime Contract, and Subcontractor wishes to be retained to undertake performance of a portion of the work as provided herein.

**NOW, THEREFORE**, in consideration of the parties mutual covenants, the receipt and sufficiency of which is hereby acknowledged, the Contractor and Subcontractor enter into this Subcontract agreement # 10-0212-18 ("the Subcontract"), and in so doing mutually covenant and agree as follows:

### **1. PROVISIONS OF THE PRIME CONTRACT**

**1.1** The Subcontractor has read and is familiar with the Prime Contract and the Contract Documents which are expressly incorporated by reference herein. The Subcontractor is bound unto the Contractor by the terms of said Contract Documents and will conform to and comply with it and assume toward the Contractor all the Obligations and responsibilities that the Contractor assumes in and by the Contract Documents insofar as they are applicable to this particular Agreement.

**1.2** All standard specifications, general, special, miscellaneous and supplementary conditions apply hereto. The intent of this Agreement is to secure a complete installation of the stated scope of work, unless expressly stated otherwise. Subcontractor represents that it has carefully examined all documents, plans and other documents comprising the Prime Contract and is thoroughly familiar with each of them, and it is expressly agreed and understood that the Prime Contract shall be considered to be a part of this Subcontract in all respects.

**1.3** Subcontractor acknowledges and agrees to be bound by all applicable administrative procedures, dispute resolution provisions contained in the Contract Documents, and all findings, citations, violations, rulings and/or determinations made by the Owner or any agency having jurisdiction over the work and performance of this Agreement.

**1.4** In the event of any conflict between the provisions of this Subcontract and the Prime Contract, the provisions of this Subcontract shall govern.

**1.5** Subcontractor agrees to be bound by any Project Labor Agreement, or any other labor agreement, which applies to the Shotcrete Work.

### **2. SCOPE OF WORK**

**2.1** The Subcontractor shall, in a good and workmanlike manner and in strict accordance with the Contract Documents, perform all of the work and furnish all materials, labor, equipment, and accessories necessary to complete its portion of the work as hereinafter designated, together with all tools, machinery, appliances, winter protection and all other protection required by the Prime Contract, and all other things of every kind required to duly construct and complete the following work as further described herein:

Generally all work normally associated with the Complete Placement of Various Structural & Non-Structural Components of Construction utilizing Shotcrete for Contract C-26510, Excavation/Mining/Lining of Vertical Shaft, E1, E2, Inclined Tunnels, T1 Connector Tunnel, and the Construction of a Ventilation Building and Station Entrance Structure at Site J in New York, NY. It is the intent of this Agreement to secure a "Complete Shotcrete Package" with all items included as required and as may be reasonably inferred from the Contract Documents, unless specifically excluded in this Subcontract Document.

**Technical Drawings & Specifications for Subcontractor's Work include, but are not necessarily limited to:**

Division 1 – General Requirements

All sections as applicable

Division 3 - Concrete

Section 03100 – Concrete Formwork

Section 03200 – Concrete Reinforcement

Section 03300 – Concrete

Section 03310 – Cast-In-Place Concrete Lining

Section 03370 – Shotcrete

Drawings

C-26510 Site "J" Drawing Set dated May, 27, 2010 including all addendums up to and including Addendum # 12 dated August 26, 2010.

The following items are specifically included in this Subcontract. However, this list is not meant to be all inclusive or to limit Subcontractor's scope or requirements in any way. Any item not identified, but necessary for a "Complete Placement of Shotcrete" shall be deemed included and required as if listed below.

- All work to be as Specified, Outlined, Shown or Reasonably Inferred from the Contract Plans, and applicable Specifications.
- Scope of work includes attending a project kick-off meeting. Contractor shall provide Productive Mobilizations/Pour Shifts.
- Furnish all labor, material, equipment, and supervision to place the shotcrete as shown in the contract documents and as per the agreed upon scope of work as listed below;
  - All 4" thick Sand Walls excluding mesh and anchors, any additional material needed in excess of the 4" design thickness shall be provided at \$374 per CY.
  - Walls and arches at the inclined tunnels @ E1 and E2, excluding scaffold.
  - Arched walls for the Shaft at the T1 Connector Tunnel, 1'-6" to 3'-0" thick, including Hi Rib Expanded Metal Panel backforming and Fixed Frame Scaffolding.
  - Outer and Interior Walls at the B3 Level, 1'-0" to 3'-0" thick, including Hi Rib Expanded Metal Panel backforming and Fixed Frame and Rolling Jumbo Scaffolding.
  - Outer and Interior Walls at the B2 Levels, 1'-6" to 3'-0" thick, including Fixed Frame and Rolling Jumbo Scaffolding.
  - Outer and Interior Walls at the B1 Levels, 1'-6" to 3'-0" thick, including Hi Rib Expanded Metal Panel backforming and Fixed Frame and Rolling Jumbo Scaffolding.
  - Shear Wall at Line E, 4'-0" thick, including Hi Rib Expanded Metal Panel backforming and Fixed Frame and Rolling Jumbo Scaffolding.
  - Shear Walls at Elevations 64.6 to 77.5, 1'-0" thick, including Hi Rib Expanded Metal Panel backforming and Fixed Frame and Rolling Jumbo Scaffolding.
  - Concrete Walls at the Inclined Tunnels, T1 Connector and Shafts, 8" thick, Fixed Frame and Rolling Jumbo Scaffolding, but excluding backforming.
  - Concrete Outer Walls at various areas, 5'-0" to 6'-0" thick, including Hi Rib Expanded Metal Panel and Fixed Frame and Rolling Jumbo Scaffolding.

**(Continued):**

- Work includes installation only of RF waterstop Pour Joints, at smooth tooled interfaces.
- Scope of work includes the furnishing of all Shotcrete and Concrete material.
- Scope of work includes a preconstruction test panel, plaster jack, overspray protection or scraping of adjacent surfaces, rubber float finish/flex trowel finish at Sand Walls, slab dowel protection, air cleaning of steel at the top of walls, curing compound, and rebound cleaning, if required.
- Scope of work includes finishing of all placed surfaces as approved in the approved Mock-Up.
- Any and all waste concrete and material necessary to perform this subcontract shall be neatly placed within the site area for removal by the Contractor.
- Includes repair to any damaged or insufficient concrete placement within this subcontract which is deemed the inadequate or damaged at the fault of the subcontractor.
- The Contractor shall supply adequate and mutually agreed upon access and staging areas, 400 CFM air supply, and a full time oiler.

**Excluded from this Subcontract are the following items only:**

- Scaffolding/Manlifts/Rolling Travelers for installation where not specifically included within the scope of work above.
- Temporary water supply.
- Temporary power.
- Sanitary Facilities.
- Washout Boxes.
- Layout/Control Points.
- Signs/Barricades/Traffic and Pedestrian Control.
- Protection beyond the top of the wall and immediate adjacent areas.
- Sandblasting of Joints.
- Footings.
- Utility Blockouts.
- Steel Reinforcement/Embedded Material/Miscellaneous Metals.
- Inspections/Testing/Permits/Test Sampling.
- Dust Control.
- Noise and Environmental Protection/E.S.A. Protection.
- Bond.
- 8" Thick Walls @ Level B1.
- E1 & E2 inclined Tunnels Escalator Pits Walls.
- Freestanding Columns.
- PVC Waterstop Joints.

All of the foregoing is herein referred to as the "Work".

2.2 Subcontractor has relied on its own knowledge and a review and interpretation of the Contract Documents and all relevant plans and specifications, boring logs and other data in entering into this Subcontract and not on any representation made by Contractor or the Owner, or any other person, with respect to the character, quality or quantities of Work to be performed, or materials or equipment to be furnished. Subcontractor acknowledges that any quantities are an estimate only so that Subcontractor agrees not to seek additional compensation or request an adjustment in any unit price as a result of any variation in quantities or unforeseen site conditions encountered for any reason whatsoever.

2.3 Subcontractor agrees to promptly comply with all orders and directives given by Contractor interpreting the scope of Work called for by this Agreement, irrespective of whether Subcontractor shall dispute the same in any particular and without waiting for a determination by the Owner or its representative, if any.

2.4 Subcontractor will, at no additional cost, perform all required engineering work pursuant to this Agreement.

2.5 Subcontractor shall do all things incidental to the complete performance of such items of Work and shall provide all things and services necessary and proper for the expeditious and complete performance of the Work in strict conformity with this Subcontract and the Prime Contract and to the approval and acceptance of Contractor and Owner. Each described item of Work shall include all things and services reasonably implied from such item or customarily provided in Subcontractor's line of work, or necessary to complete such items for inspection and approval in accordance with applicable laws, regulations and Subcontract provisions.

3. SUBCONTRACT PRICE

3.1 In consideration of the Work to be performed and the materials to be furnished by the Subcontractor, as mentioned herein, and for the full and complete performance and compliance by the Subcontractor of all the terms, covenants and conditions set forth herein and the contract Documents, the Contractor agrees to pay to the Subcontractor and the Subcontractor agrees to accept from the Contractor as the total compensation hereunder the sum of **SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,500,000.00)**, which sum, subject to additions and deductions, if any, includes all taxes, surcharges and fees.

3.2 All payments under this Subcontract shall be made in accordance with Article 4 herein.

3.3 **OMITTED.**

4. PAYMENTS

4.1 Prior to submitting its first application for payment, Subcontractor shall submit to Contractor, for approval, its proposed Price Breakdown or Schedule of Values.

4.2 Contractor will pay Subcontractor within Fifteen (15) days after Contractor receives payment from the Owner for Subcontractor's Work based on the quantities approved and paid for by the Owner, and on the basis and in the manner stipulated in the Prime Contract. To the fullest extent permitted by law, such payment by the Owner shall be an express condition precedent to Contractor's obligation to make payment to Subcontractor. Progress payments shall be made on the basis of ninety (90%) percent of the value of Subcontractor's Work, as determined by the Owner, or its representative, if any, at the prices stipulated herein.

4.3 Subcontractor will receive the payments made by Contractor, and Subcontractor will hold such payments as a "Trust Fund" to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid. Subcontractor shall, as often as requested by Contractor, furnish such information, evidence and substantiation as Contractor may require with respect to the application of said Trust Funds, to the extent and value of current obligations, and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

4.4 Subcontractor is required to submit its application for payment no later than three (3) days following the last day of the current pay period accompanied, if required, by a forecast of the amount of the next month's expected application for payment. Subcontractor's application for payment shall be on forms and in content acceptable to Contractor and Owner and be calculated on the basis of the agreed upon estimated value of Work performed by Subcontractor during the current month.

4.5 Subcontractor shall, as a condition precedent to any progress payment otherwise due, execute and deliver a Partial Release and Partial Waiver of Liens, in affidavit form, for all labor performed and materials furnished as of the last day of the preceding month in the form attached hereto as Exhibit "A". Subcontractor shall exclude from its requisition for payment an amount sufficient to indemnify and hold harmless Contractor against claims between Subcontractor and its laborers, subcontractors, suppliers or others, and shall promptly furnish Contractor with complete details as to the nature of such disputes. At Contractor's option and demand, Subcontractor agrees to furnish a good and sufficient waiver of lien from its suppliers, vendors, material men, sub-subcontractors or others furnishing labor or materials in connection with the Project.



4.6 Final payment to Subcontractor shall be made within forty-five (45) days after completion of Subcontractor's Work and Owner's acceptance of, and payment for, such work; after receipt of Subcontractor's general release, material certifications, warranties, guarantees, and other required close-out documentation; after satisfactory proof of payment by Subcontractor of each and every obligation owed by it to laborers, material men, suppliers and others furnishing labor, materials or services under this Subcontract; and after satisfactory proof that all claims and demands in connection with Subcontractor's Work have been discharged. Subcontractor promises and agrees to pay all bills, expenses and other indebtedness incurred by it in the performance of the Work. In consideration of final payment and as a condition precedent to the receipt thereof, Subcontractor shall execute a general release in favor of Contractor, its surety, and the Owner, along with a waiver of all liens or rights of lien for work or labor performed or materials together with a written certification that it has paid to date all outstanding obligations to laborers, subcontractors, suppliers and has satisfied all of its payroll tax obligations in connection with the Project. In the event of any disputes between Subcontractor and any of its laborers, subcontractors, suppliers and others, Subcontractor shall except same from such certification and its final requisition for payment and shall promptly furnish Contractor with complete details as to the nature of such disputes. Subcontractor agrees to furnish a good and sufficient waiver of lien and release from all sub-subcontractors and suppliers as a condition precedent to Contractor's obligation to make final payment. Subcontractor further agrees to exonerate, indemnify and save Contractor harmless from any and all demands, claims, liens, and the like against Subcontractor for services or labor performed, or materials furnished in connection with the Project.

4.7 In the event any mechanic's lien, vendor, laborer's, material men, or similar statutory lien is filed against the subject Project, or any part thereof, Subcontractor shall, within 7 days after the filing of said lien, cause said lien to be discharged as of record by payment, deposit, bond, or by order of court of competent jurisdiction or otherwise. In the event that the Subcontractor fails to discharge said lien within 7 days, Contractor shall take whatever acts and steps it deems necessary to pay, satisfy, or discharge said lien and will back-charge Subcontractor accordingly. In such event, Subcontractor will be liable for legal fees and other expenses incurred by Contractor in connection with the discharge of said lien.

4.8 The Subcontractor shall pay, discharge and hold the Contractor harmless from all liens, claims, suits (including counsel fees and other expenses of suits, whether groundless or not) judgments and awards of any sub-subcontractor, material men, suppliers, laborers, and others which may (whether before or after final payment is made to Subcontractor hereunder) arise out of or in connection with the execution of this Agreement. The Subcontractor shall, whenever requested, furnish the Contractor with proof satisfactory to the Contractor that such liens, claims, suits, and/or judgments, etc. have been satisfied and released. Contractor shall be entitled to withhold, from any payment otherwise due Subcontractor, a sum of money sufficient to protect its interests should any mechanic's lien, vendor, laborer's, material men, or similar statutory lien be filed against the subject Project, or any part thereof. It is understood that any amounts retained by Contractor as aforesaid shall not bear interest and shall not be released to Subcontractor until the invalidity of any such lien, claim, suit, attachment, notice or any other encumbrance filed against Subcontractor has been finally determined by a tribunal of competent jurisdiction, or when said lien or encumbrance has been properly paid and satisfied, and documents evidencing such disposition have been presented to Contractor and Owner.

4.9 Notwithstanding any term or condition to the contrary, Subcontractor hereby consents to the direct payment by the Contractor to all persons, firms, associations, or corporations which establish to the Contractor's satisfaction that they have provided labor and/or material to the Subcontractor in connection with the subject Project. Any such payment made by the Contractor shall discharge the Contractor's obligation to pay the Subcontractor, pro tanto. Prior to making any direct payment under this paragraph, Contractor shall first determine that Subcontractor is delinquent in the payment of moneys due and owing for labor, materials, supplies or equipment related to or incorporated in the Project, and that it would be beneficial to, and in the interests of, the prosecution of the Work under the Prime Contract.

4.10 Notwithstanding any term or condition to the contrary, Subcontractor hereby agrees that the time within which Subcontractor is to be paid (including any progress payment or final payment) shall be extended in the event the Owner fails to pay Contractor, for any reason whatsoever, until a court of competent jurisdiction enters a final, non-appealable, judgment compelling the Owner to pay the Contractor all moneys due under the Prime Contract. It is further understood and agreed that Subcontractor shall have no greater right to payment as against any surety upon and labor and material payment bond, mechanic's lien discharge bond, or other bond made in connection with the Project.



4.11 Payments of the Subcontract Price, including final payment, shall be subject to the following (i) Yonkers Contracting Company, Inc.'s payment requisition procedures; (ii) approval of the Subcontractor's Work by Yonkers Contracting Company, Inc., the Owner, and its representative, if any; (iii) receipt by Yonkers Contracting Company, Inc. of satisfactory evidence that all Subcontractor's suppliers and sub-subcontractors have been paid to date and have submitted waivers of lien to the extent paid; (iv) receipt by Yonkers Contracting Company, Inc. of payment from the Owner for Subcontractor's Work; (v) compliance by Subcontractor with all other Contract Documents; (vi) Yonkers' receipt of appropriate insurance certificates; and (vii) receipt by Yonkers of an executed copy of this Subcontract, without any unilateral changes being made by Subcontractor.

4.12 The Subcontractor acknowledges that it is relying on the credit of the Owner and specifically assumes the risk of the Owner's insolvency, non-payment or delay in payment. The Subcontractor's right to payment shall not be enlarged by reason of the existence of any labor and material payment bond, mechanic's lien discharge bond or other security that may exist.

4.13 In the event that Yonkers is acting as construction manager with respect to the Prime Contract and its agreement with the Owner, Subcontractor acknowledges that Contractor, as construction manager, is an agent for the Owner and has no liability to pay Subcontractor, unless and to the same extent that Contractor receives payment from the Owner for the Subcontractor's Work.

## **5. PROSECUTION OF THE WORK**

5.1 Time is of the essence in the performance of this Agreement and the Subcontractor's promised performance according to the project schedule is part of this Agreement and is directly reflected in the Subcontract Price. The Subcontractor shall commence Work within seven (7) days after being sent a notice to proceed from Contractor and shall progress its Work so as not to delay or interfere the Contractor in any of its operations and shall proceed in such order and sequence as the Contractor may direct so as to enable the Contractor to complete its work within the time limits specified in the Prime Contract or as the same may be extended.

5.2 The Subcontractor represents that it has reviewed and accepts the applicable project schedule and all revisions thereto, as required under the terms of the Prime Contract. The Subcontractor agrees and understands that any such project schedule is incorporated by reference in this Subcontract and further acknowledges that its failure to adhere to any such project schedule will expose Contractor to severe financial hardship. Accordingly, Subcontractor agrees to exonerate, indemnify and hold Contractor harmless from and against any and all losses, damages and claims arising out of Subcontractor's failure to adhere to any project schedule or any modifications, updates or revisions thereto. The Subcontractor's failure to adhere to and maintain the project schedule, including any revisions thereto, shall be grounds for terminating this Agreement.

5.3 Notwithstanding any term or condition to the contrary, Contractor does not assure or guarantee the Subcontractor that the Subcontractor will be able to commence, prosecute or complete its work called for by the Contract at such fixed times, or in the sequence, manner or duration provided for in any project schedule that the Owner or Contractor may provide to the Subcontractor, or that the entire Work shall be completed at the time fixed in any project schedule. The Contractor reserves the right to alter or modify any project schedule.

5.4 Subcontractor shall increase its work force and work overtime, Saturdays or Sundays, without additional compensation, if, in the judgment of Contractor, such additional work force, overtime and Saturday or Sunday work is necessary in order to maintain the project schedule due to delays attributable to, or caused by, Subcontractor.

5.5 Shop drawings, catalog cuts, samples, etc., in as many copies as set forth in the Contract Documents, must be presented by the Subcontractor to the Contractor within fourteen (14) days calendar days from the date of this Agreement. Re-submittals must be made within ten (10) days from the date of return transmittal from Contractor to Subcontractor.

5.6 This Agreement requires the immediate submission of all shop drawings, catalog cuts, and any other information necessary for the approval of the Owner or its representative, if any. Subcontractor's failure to timely submit shop drawings shall be grounds for termination and shall constitute a material breach of contract on the part of the Subcontractor.

5.7 All work furnished and/or installed under this contract must be coordinated (detail, sequence, and timing) by the Subcontractor with the work of other trades, whether or not directed by Contractor. Subcontractor represents that all shop drawings or other submittals made by the Subcontractor, shall constitute a representation on the part of the Subcontractor that the submittal is in accordance with the Contract Documents and have been checked and verified by the Subcontractor to be compatible with the work required and that all relevant field dimensions have been verified by the Subcontractor.

5.8 Specifications which have been distributed have not been conformed (annotated in accordance with addenda changes). Non-conformed drawings have been distributed by Contractor to the Subcontractor, together with separate copies of all addenda, receipt of which is hereby acknowledged. Verification and conformance of drawings and specifications is solely the responsibility of this Subcontractor.

5.9 Subcontractor is responsible to coordinate its Work with the work of the Contractor, the Owner and all other contractors, subcontractors and trades performing work related to or incidental to the Work called for in this Agreement so that no delays, inefficiencies or interferences will occur at the Project.

5.10 Subcontractor shall be solely responsible for all construction work under this contract, including technique, procedures, sequences, field measurements, and means, method and coordination of its work with Contractor, Owner and all other subcontractors. Subcontractor shall provide adequate supervision at all times during the progress of its work. In the event the Contractor is dissatisfied for any reason whatsoever, with the supervision provided by the Subcontractor, Subcontractor shall immediately replace its site representative at no additional cost to Contractor.

5.11 Subcontractor is responsible for daily clean up of any debris created by its Work.

5.12 All work performed hereunder shall be done in conjunction with the building trades on the Project and to that end the Work will not be interrupted by labor disputes. The Subcontractor and its sub-subcontractor shall employ only such labor as to the Contractor's satisfaction will work in harmony with other trades on the Project and shall not use materials or employ means which may cause strikes or other labor troubles by any persons employed in or about the Project. The Subcontractor is to comply with all applicable labor laws and all laws or ordinances and regulations of governmental authorities applicable to the performance of the Work hereunder as are now or may hereafter be in force and effect.

5.13 All laborers employed and materials, etc. furnished by Subcontractor shall be of such type and character as to not cause any union or jurisdictional disputes at the Project site. In the event that any union or jurisdictional dispute interferes with the progress of any work, it shall constitute a material breach of contract on the part of the Subcontractor and Contractor shall be immediately entitled to hire another subcontractor to complete the work and hold the Subcontractor liable for any excess completion costs incurred on account thereof, along with legal fees.

5.14 In compliance with the prevailing wage laws, this Subcontractor hereby acknowledges receipt of the prevailing wage schedule for this Project, if applicable. If required by law, the prevailing wage must be paid and the appropriate affidavits properly completed by the Subcontractor and all of the Subcontractors lower tier sub-subcontractors. If required, Subcontractor shall submit monthly certified payrolls with each application for payment. Failure to comply with the provisions of the prevailing wage laws shall result in Contractor withholding payment(s) otherwise due Subcontractor sufficient to indemnify Contractor for any deficiencies, penalties, interest and/or attorneys' fees.

5.15 Subcontractor shall perform its work in accordance with laws, rules and regulations of all Federal, state and municipal agencies having jurisdiction thereof.

5.16 Pending the resolution of any and all claims or disputes, Subcontractor shall diligently proceed with the performance of its Work and otherwise comply with the terms of this Agreement.

## **6. CLAIMS AND NOTICES**

6.1 All claims growing out of any changes or alterations ordered by or any acts or omissions of the Contractor and/or Owner and any claims growing out of changed conditions or disputed items of work will, at the Subcontractor's request, be presented by the Contractor to the Owner, or its representative, if any, and in the event that the Subcontractor is not satisfied with the action of the Owner, then the Contractor will take such action on any such claims as is available to it under the Prime Contract as requested by the Subcontractor, at the Subcontractor's expense. In the event that the Contractor at the Subcontractor's request makes any claims against the Owner in connection with the performance of this Agreement, that fact shall not be deemed an admission by the Contractor of the validity of the Subcontractor's claim nor shall such request be used by the Subcontractor at any time against the Contractor.

6.2 Any claims for damages, extra or additional compensation or an extension of time must be made to the Contractor in writing within three (3) days from the date of commencing to sustain or suffer such damages or receipt of instruction to proceed with any claimed extra or additional work. The Subcontractor must submit to the Contractor a verified, detailed statement of the alleged damage, loss or costs sustained, together with documentary evidence of same, including the reason for any requested time extension, and the following information: the date on which the condition giving rise to the request began; the length of the time extension Subcontractor is requesting or anticipates needing, and an explanation of what Work is being impacted by the condition causing the delay. If the Subcontractor fails to make such claim within the time and in accordance with the foregoing provisions, then such claim shall be deemed waived and Subcontractor shall have no right to recover upon such claim.

6.3 Subcontractor represents and warrants that it will make no claim for additional compensation on account of performing extra work unless prior to performing any such work, Subcontractor is issued a written Contract Amendment pursuant to the terms of this Agreement.

6.4 Subcontractor hereby waives any claim(s) against Contractor, its surety, and/or Owner for compensation or an equitable adjustment of its Subcontract Price or contract time, as a result of delays, inefficiencies, interferences, changed conditions, extra work, or any other such cause, except to the extent that same is allowed to Contractor by the Owner. Contractor shall grant Subcontractor an extension of time only if and to the same extent allowed by Owner. Contractor shall pay to Subcontractor from any such extra compensation or equitable adjustment received from Owner with respect to Subcontractor's work only if as and when received from the Owner, the actual costs of the extra labor performed and materials furnished by Subcontractor, along with a mark-up as allowed by the Prime Contract for the Subcontractor's overhead and profit, but in no event is payment by Contractor to Subcontractor to exceed the sum received by the Contractor from Owner in connection with the Subcontractor's Work.

6.5 Any claims for extra or additional costs made by Subcontractor and attributable to, or arising from unforeseen site conditions or orders, acts or omissions of the Owner, its representatives, the Project architect or engineer, or others, shall be presented by Contractor to Owner solely under the terms of the Prime Contract upon Subcontractor's timely written request, and at Subcontractor's expense. Subcontractor agrees to accept and be conclusively bound by the determination of the Owner with respect thereto, relieving Contractor, and its surety, of all liability in connection with any such claims.

6.6 In the event that Contractor's contract is terminated with the Owner, for any reason whatsoever, this Subcontract shall likewise be terminated and Contractor's liability to the Subcontractor, if any, shall be limited to reimbursement for the reasonable value of the Work performed by the Subcontractor prior to the termination. In no event shall the Contractor be liable to the Subcontractor for any consequential damages, anticipated overhead and profit or any other related damages incurred by Subcontractor as a result of said termination.

6.7 In the event the Prime Contract between Contractor and Owner employs Alternative Dispute Resolution practices and procedures, Subcontractor agrees to cooperate completely and do all things necessary, including but not limited to complying with time requirements, and furnishing records and witnesses, so as to enable Contractor to comply with the requirements of Owner's Alternative Dispute Resolution rules, practices and procedures as may be in effect from time to time. The failure of the subcontractor to fully comply with all such requirements of Owner as to the Alternative Dispute Resolution procedures in the Prime Contract shall be deemed to be a waiver by Subcontractor of any claims Subcontractor may have that are subject to resolution under such provisions and will relieve Contractor, and its surety, of any and all liability to Subcontractor as to any claims subject to resolution under such provisions. Nothing in this Article is intended, nor shall be construed to impose on Contractor any obligation or responsibility to take any further action whatsoever with respect to Subcontractor's claims following resolution under the Alternative Dispute Resolution procedures in the Prime Contract.

6.8 Nothing in this Agreement is intended, nor shall it be construed, to impose upon Contractor any obligation or responsibility to take any further action whatsoever, or be liable, or answerable in any way with respect to claims of Subcontractor which have been denied by Owner, or its representatives, if any.



## 7. INSURANCE

7.1 Subcontractor specifically agrees to comply with the prime contract insurance requirements and maintain no less than the following insurance coverage's in the limits provided below:

(a) Subcontractor shall provide Comprehensive General Liability insurance issued by an insurance carrier licensed and authorized to do business in New York State with a minimum A.M. Best Rating of "A" on an occurrence basis with a combined limit for bodily injury, personal injury and property damage of at least Five (5) Million Dollars per occurrence and in the aggregate. The limit shall apply on a per project basis. No portion of the limit may be satisfied through any form of self insurance or self-insured retention. The limit may be provided through a combination of primary and umbrella/excess liability policies. Subcontractor shall also provide Worker's Compensation and Employer's Liability Insurance which includes statutory workers' compensation (including occupational disease) and employers' liability coverage with limits in accordance with the laws of the state in which the work is performed, including other States Endorsement, but in no event less than \$1,000,000 on an occurrence basis. Subcontractor must evidence separate workers compensation if, workers compensation for on-site operations is different than off-site operations (see Project Labor Agreement or Owners & Contractors Insurance Program if applicable). Subcontractor shall also provide Worker's Disability Insurance, Automobile Liability Insurance of not less than \$1,000,000 on an occurrence basis; and any such other insurance coverage as may be required by law. A combination of primary and umbrella/excess automobile liability policies may be used to comply with the Automobile Liability limits.

(b) Subcontractor shall, by specific endorsements to its primary and umbrella/excess liability and automobile liability policy, cause the following to be named as Additional Insured's hereunder as well as any other entity as required by contract or owner.

- (i) Yonkers Contracting Company, Inc.
- (ii) The New York City Transit Authority ("NYCT")
- (iii) The Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA")
- (iv) The Staten Island Rapid Transit Operating Authority ("SIRTOA")
- (v) The Metropolitan Transportation Authority ("MTA") including its subsidiaries and affiliates.
- (vi) The City of New York ("City" as Owner)
- (vii) The MTA Capital Construction Company
- (viii) Hudson Yards Development Corporation
- (ix) Hudson Yards Infrastructure Corporation  
C/o NYC Office of Management & Budget
- (x) New York City Department of Transportation
- (xi) Strategic/Extell 34th Street, LLC
- (xii) Empire State Development Corporation
- (xiii) HLH 7 JV  
Consulting Construction Manager
- (xiv) Hill International, Inc.
- (xv) The LiRo Group
- (xvi) HDR
- (xvii) Gall Zeldler
- (xviii) Gannett Fleming
- (xix) HAKS Engineers, PC
- (xx) Keville Enterprises
- (xxi) KS Engineers, PC
- (xxii) Stellar Services
- (xxiii) GEOD Corporation
- (xxiv) PB Americas Inc.
- (xxv) Barbara Thayer P.C.
- (xxvi) IH Engineers
- (xxvii) MetroTech Consulting
- (xxviii) RCC Consultants
- (xxix) Dattner Architects (FKA Richard Dattner & Partners Architects, P.C.)
- (xxx) STY, Inc.
- (xxxi) Van Deusen
- (xxxii) VJ Associates

Additional insured coverage shall be provided by endorsement at least as broad as ISO-CG2010 (1985).

- (c) Subcontractor shall, by specific endorsement to its primary liability and automobile policy, cause the coverage afforded to the additional Insured's there under to be primary to and not concurrent with other valid and collectible insurance available to the Additional Insured's with Severability of Interest.
- (d) Subcontractor shall, by specific endorsement to its umbrella/excess liability and automobile policies, cause the coverage afforded to the Additional Insured's there under to be first tier umbrella/excess coverage above the primary coverage afforded to the Additional Insured's and not concurrent with or excess to other valid and collectible insurance available to the Additional Insured's with Severability of Interest.
- (e) Subcontractor shall, by specific endorsement to its primary and umbrella/excess liability policies, cause the coverage afforded there under to include blanket written contractual liability covering all indemnity agreements set forth in this Subcontract including but not limited to the indemnity agreement set forth in paragraph 9 below and the indemnity agreement(s) set forth in Standard Specifications and any Addendum thereto;
- (f) Subcontractor shall, by specific endorsements to its primary and umbrella/excess liability policies, cause the coverage there under to include products liability and completed operations, with the provision that coverage shall extend until final acceptance of the work covered by the contract by the governing authority.
- (g) Subcontractor shall, by specific endorsement to its primary and umbrella/excess liability policies, provide that defense costs are not to be considered as damages so as to erode the policy limits required under paragraph 7.1(a) above.
- (h) Subcontractor shall, by specific endorsement to its primary and umbrella liability policies, cause the coverage there under to include any loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damages to property underground, commonly referred to by insurers as the "XCU hazards.
- (i) Certificates evidencing the foregoing insurance coverage's, or, at Contractor's option, copies of the policies themselves, must be furnished by Subcontractor to, and be approved by, Contractor, before Subcontractor will be permitted to do any work under this Subcontract. Certificates, Notices of Cancellation, or changes, etc., are to be sent by Subcontractor, directly to Contractor. Subcontractor and Subcontractor's insurance carrier must reconcile all policy requirements to the satisfaction of Contractor and Owner. Contractor reserves the right to reject the Subcontractor's choice of insurance carrier for any of the coverage's required hereunder.

7.2 Before the commencement of work, Subcontractor shall furnish Contractor with certificates from Subcontractor's insurance carriers showing that Subcontractor has complied with the above list and that said insurance policies will not be canceled or changed except upon thirty (30) days prior written notice to Contractor. Subcontractor further agrees that the aforesaid insurance will be maintained until the entire work to be performed by Subcontractor under this Subcontract is completed, final acceptance by owner and all completed operation provisions are accepted. If, at any time during the term of this Subcontract, Subcontractor does not provide insurance coverage as aforesaid, Contractor shall have the right, at its option, to procure same, and deduct from any sums due or to become due to Subcontractor hereunder the cost of such coverage procured by Contractor.

7.3 All policies of insurance maintained by Subcontractor, shall be specifically endorsed to provide for a waiver of subrogation in favor of Contractor and all other parties to be indemnified under this agreement.

## **8. GUARANTEE**

8.1 Subcontractor shall be under the same obligations to Contractor to maintain and guarantee its Work as Contractor is obligated to Owner under the Prime Contract to maintain and guarantee the Work, and Subcontractor shall perform any and all necessary and required maintenance and guarantee Work at Subcontractor's own expense. Subcontractor shall also be fully responsible: (1) to repair or replace any defective or improper Work or material, (2) to repair or correct any damages caused thereby, and (3) to undertake at its sole cost and expense, the repair or replacement of such Work, materials or equipment, which are found by Contractor or Owner to be unacceptable, unsatisfactory or otherwise not in accordance with the standards and requirements of the Prime Contract. In the event the Prime Contract provides for retention of any amount as guaranty for maintenance or repair of Work to be performed under this Subcontract, a similar amount shall be retained by Contractor from Subcontractor in the same manner as provided for in the Prime Contract.

8.2 The Subcontractor is responsible for the protection of its Work during installation until final acceptance of its Work. During the course of the Work, this Subcontractor shall provide protection for and be responsible for damage to adjacent work resulting from its operations.

## 9. INDEMNITY

9.1 Notwithstanding the requirements of insurance to be effected by Subcontractor under Paragraph "7" hereof, Subcontractor, to the maximum extent permitted by law, assumes the entire responsibility and liability for, the defense of and specifically agrees to pay and indemnify Contractor, and/or the Owner and/or any additional parties to be indemnified under subparagraph "a" below (hereinafter collectively, "Indemnities"), and to hold the Indemnities harmless from and against:

(a) All claims, suits, damages, liabilities, fines, professional fees, including attorneys' fees, costs, expenses and disbursements, related to death, personal injuries or property damages brought against the Indemnities by any person or firm or by reason of any liability imposed upon the Indemnities under any statute, ordinance or regulation, including OSHA, arising out of or in connection with, or as a consequence of, the Work of the Subcontractor under this Subcontract, as well as any additional Work, extra Work or add-on Work, whether caused in whole or in part by the Subcontractor or any person or entity employed, either directly or indirectly, by the Subcontractor, or acting as its agent or representative, including any subcontractors thereof and their employees. The Subcontractor having acknowledged that the Prime Contract between Contractor and the Owner, including any addenda, riders or changes, is incorporated into and made a part of this Subcontract, specifically understands and agrees that any person or entity who is required to be indemnified by Contractor under the Prime Contract and any addenda, riders or changes thereto, shall be an Indemnities under this Subcontract as well. The parties expressly agree that this indemnification agreement contemplates (1) full indemnity in the event of liability imposed against the Indemnities, or any one of them, without negligence and solely by reason of statute, ordinance or regulation, by operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnities either causing or contributing to the underlying claim in which case, indemnification for the negligent Indemnities will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, ordinance or regulation, by operation of law or otherwise. Where partial indemnity is provided under this Subcontract, costs, professional fees, attorneys' fees, expenses and disbursements shall be indemnified on a pro rata basis and attorneys fees, court cost, expenses and disbursements shall be defined without limits to include those fees, costs, etc. incurred in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this Agreement by way of cross claim, third-party claim, declaratory action or otherwise; and

(b) All loss or damages, and to reimburse Contractor for any loss, cost, damage and expense, including attorney's fees, which Contractor or Owner may incur as a result of claims made, or litigation begun on account of any alleged violation or infringement of any letters patent or patent rights arising out of the Work or methods, materials or things used by Subcontractor.

9.2 The foregoing provisions for the benefit of Contractor shall be in addition to any other rights and remedies of Contractor and shall not be deemed or construed to diminish or change Contractor's legal rights and remedies in the event of an abandonment by Subcontractor of the Work under this Subcontract or Subcontractor's failure to complete the Work hereunder by the time fixed for its completion, or by any other breach of this Subcontract by Subcontractor, nor shall this Article be deemed to obligate Contractor to act under it, except at its option.

9.3 Subcontractor accepts exclusive liability for the payments of all taxes now or which may hereafter be imposed covering labor and material to be furnished hereunder, any contributions under any collective bargaining agreement, the New York State Unemployment Insurance Act, the Federal Social Security Act, and all legislation enacted either Federal, state or municipal, upon the payroll of employees engaged by Subcontractor or materials purchased for the performance of this Agreement, and agrees to meet all the requirements specified under the aforesaid labor agreements, Acts or legislation, or any acts or legislation which may hereafter be enacted. Subcontractor will furnish to Contractor any records Contractor may deem necessary to carry out the intent of said labor agreements, Acts or legislation, and hereby authorize Contractor to deduct the amount of such taxes, benefits and contributions from any payment due Subcontractor and to pay same directly or take any precaution as may be deemed necessary to facilitate payment of said contributions and taxes.

9.4 Subcontractor shall indemnify and hold contractor harmless from the expenses to defend against any such suit, claim or demand. Contractor reserves the right to retain counsel of its choosing, the cost and expenses of which are to be paid by Subcontractor.

9.5 Any moneys otherwise due to the Subcontractor under and/or by virtue of this Agreement, as shall be considered necessary by the Contractor may be retained until such actions or claims have been settled and suitable evidence to that effect has been furnished to the Contractor and Owner.

#### 10. TERMINATION

10.1 If the Subcontractor: i) fails to commence or prosecute its work in accordance with this Agreement or the Prime Contract; ii) fails to comply with any of the written orders, directives, or directions of the Owner, or of Contractor, either as to rate of progress, manpower, quantity or quality of materials or equipment, performance of extra or additional Work, omission of Work, or as to any other matter; iii) shall cause, by any of its acts or omissions, the stoppage, delay or interference with the work of Contractor or of any other subcontractors; iv) fails to make, when due, payments to its subcontractors, laborers, material men, or others to whom it may be indebted; v) is made a party to any proceeding, voluntary or involuntary, in bankruptcy or insolvency, or in the event of the appointment, with or without Contractor's consent, of an assignment for the benefit of creditors or of a receiver; or vi) if the Subcontractor, in the opinion of Contractor, shall violate any of the terms of this Subcontract, the Contractor, at its option, may terminate this Agreement upon three (3) days written notice mailed to the Subcontractor at its above address and upon expiration of such three (3) days from mailing, shall have the right, among others, to:

- (1) take possession of any materials, tools, equipment, plant, appliances or other things belonging to the Subcontractor at the Project which in the Contractor's opinion are essential for the prompt completion of the Subcontractor's Work;
- (2) charge the cost of such completion to the Subcontractor;
- (3) Accept the assignment of any sub-subcontracts or purchase orders; and
- (4) Correct any unacceptable or deficient Work with its own forces or hire a substitute subcontractor with all resulting costs thereof to be borne by this Subcontractor.

10.2 If, after the Work of this Subcontract is completed, the unpaid Subcontract Price exceeds the costs of completing the Work, including as a part of such costs a mark-up of twenty one (21%) percent for Contractor's overhead and profit, such excess shall be paid to Subcontractor. If such costs, including as a part of such costs a mark-up twenty one (21%) percent for Contractor's overhead and profit, exceed the unpaid Subcontract Price, Subcontractor or its surety, if any, shall pay such amount to Contractor.

10.3 Contractor shall have a right of setoff with respect to any amount due Contractor under this Agreement against any moneys otherwise due or to become due Subcontractor under any other agreement between Contractor and Subcontractor. This provision shall be deemed to be included and incorporated in every other subcontract between Contractor and Subcontractor as an amendment in writing thereto.

10.4 Nothing contained herein shall in any way limit or modify any other right or remedy available to Contractor.

#### 11. OWNER TERMINATION OF PRIME CONTRACT

11.1 In the event the Owner terminates or cancels the Prime Contract for any cause whatsoever at any time after the date hereof, this Subcontract shall likewise be terminated and Contractor's liability to the Subcontractor, if any, shall be limited to reimbursement for the reasonable value of the Work performed by Subcontractor prior to the termination. In no event shall the Contractor be liable to the Subcontractor for any consequential damages, anticipated overhead and profit or any other related damages incurred by Subcontractor as a result of said termination. Subcontractor shall not be entitled to make claim for, and specifically waives any right to recover on account of loss of anticipated profits on the uncompleted Work or any part thereof.

11.2 Contractor hereby reserves the right to terminate this Subcontract upon the same terms and conditions that the Owner has to terminate the Contractor under any provision of the Prime Contract.

**12. OWNER SUSPENSION**

12.1 In the event the Prime Contract contains a provisions whereby the Owner reserves the right to suspend the performance of the whole or any part of the Work, and the Owner exercises such right, the Subcontractor understands and agrees that its Work will be similarly suspended and its sole remedy will be an extension of time to complete the Work to the same extent allowed to Contractor by Owner. Subcontractor shall be entitled to no additional compensation or damages on account of such suspension from Contractor, unless, and only to the extent that, the Owner compensates Contractor for additional costs incurred by Subcontractor on account of such suspension.

**13. OWNER ASSESSED DAMAGES**

13.1 If the Prime Contract provides for liquidated damages or other related charges for delay or delayed completion beyond any milestone or completion dates set forth in the Prime Contract, and any such damages are assessed by the Owner against Contractor, then Contractor shall assess any such damages against the Subcontractor in proportion to the Subcontractor's share of the responsibility for such delay and damage, as determined by Contractor in its sole discretion. In addition to any assessment of liquidated or other damages imposed by Owner for which Subcontractor is responsible, Contractor reserves the right to assert a claim against Subcontractor for any and all actual damages or extra or additional costs sustained by Contractor as a result of the Subcontractor's delays, inefficiencies, interferences, or other such events.

13.2 Contractor reserves the right to withhold any moneys otherwise due to Subcontractor under this Agreement in the event Owner threatens to assess liquidated damages or other related charges for delays attributable, in whole or in part, to Subcontractor until the Owner indicates, in writing, that no such assessment will be imposed.

**14. CERTIFIED REPORTS**

14.1 Subcontractor shall furnish Contractor with certified copies of Subcontractor's field payroll reports in accordance with the requirements of the Prime Contract. This provision may be exercised by Contractor at any time with respect to all past, present and future payrolls on this Project. Subcontractor's failure to furnish certified field payrolls, upon request, shall be grounds for termination of this Subcontract by Contractor. Subcontractor shall also promptly provide Contractor with all required monthly EEO/Minority Utilization Reports, Labor Wages Compliance Reports and other similar reports required by the Prime Contract or by law. Subcontractor's failure to furnish the aforesaid reports and information in a due and timely manner shall, at Contractor's option, constitute a basis for withholding payments from Subcontractor until such time as the specified reports and information are provided. Subcontractor shall retain all records relating to the Work for a period of three years following the Owner's acceptance of its Work.

**15. PERMITS**

15.1 Subcontractor agrees to obtain any and all permits approvals and licenses which may be required in connection with the performance of the Work called for by this Subcontract.

**16. TAXES, ASSESSMENTS, PREMIUMS AND FRINGES**

16.1 Subcontractor shall pay all federal, state and local taxes, assessments and premiums under the Federal Social Security Act, any applicable Unemployment Insurance, Workmen's Compensation, Disability Benefits, Old Age Benefits, Sales & Use Tax, Personal Property Tax, Transportation Tax, or other applicable taxes now or hereafter in effect, payable by reason of or in connection with any part of Subcontractor's Work, and to furnish reports and information to the appropriate agencies as required, the same as though Subcontractor was in fact Contractor. Subcontractor will furnish Contractor with its Employer's Registration Number assigned to it by the state and federal agencies having the authority to issue such registration numbers.

16.2 Subcontractor's failure to pay any such taxes in a due and timely manner shall, at Contractor's option, constitute a basis for withholding payments from Subcontractor until such time as such taxes are paid and proof thereof has been presented to Contractor and Owner.

**17. ASSIGNMENT and DELEGATION**



17.1 The Subcontractor shall not sublet, assign or delegate any part of the Work of this Subcontract, or any part hereof, without the prior written consent of the Contractor.

17.2 Subcontractor agrees not to transfer or assign any moneys due or to become due it under this Agreement without written consent of Contractor. Any such transfer or assignment shall be ineffective, null and void.

**18. BONDS**

18.1 Subcontractor shall, upon Contractor's request (which maybe made at any time during the term of this Subcontract), procure and furnish to Contractor Performance and Labor and Material payment bonds in the full amount of the Subcontract Price and in the form, and with a surety company or companies, that are acceptable to Contractor. Subcontractor shall be reimbursed, by Contractor, for the cost of the requested bond, unless stated otherwise in this Agreement.

**19. COMPLIANCE WITH LAW AND WORK PLACE SAFETY**

19.1 The Subcontractor is required to perform the Work in compliance with all-applicable laws, ordinances, rules and regulations and in a safe and reasonable manner. The Subcontractor shall seek to avoid injury, loss or damage to persons or property by taking all reasonable steps to protect: (a) its employees and other persons at the site; (b) materials and equipment stored at the site or at off-site locations for use in the performance of the subcontract Work; and (c) all property and structures at the site and adjacent to work areas, whether or not said property or structures are part of the project site or involved in the Work. (d) Subcontractor shall immediately notify Contractor in writing of any work place employee injuries or property damage claims. The Subcontractor shall comply with all applicable rules, safety measures, policies, regulations, orders and other lawful requirements and standards required by any governmental authority having jurisdiction and by the Prime Contract. Subcontractor shall promote worker safety and health at the worksite, including compliance with all applicable provisions of the Occupational Safety and Health Act of 1970. Subcontractor will comply with 29 CFR 1926 OSHA standards as minimum safety requirements, unless otherwise noted and shall adhere to and abide by subparts M, 29CFR 1926.500, 501, 502 and 503 of OSHA's revised fall protection standard effective February 6, 1995, as a minimum unless otherwise noted. The Subcontractor shall adhere to a 100% fall protection policy during all steel erection, steel related activities and any other activities with fall exposures at heights of at least six (6) feet. The Subcontractor shall comply with Contractor's written Safety Program. Subcontractor shall be responsible for establishing a Jobsite Specific Task Analysis ("JSTA") for all its operations and for the implementation of the safety procedures developed therein when performing the Work. Subcontractor shall submit the JSTA and applicable material safety data sheets prior to Subcontractor commencing its on-site Work. Subcontractor shall participate in any OSHA Project Specific Partnership that may be established by Contractor. Subcontractor shall provide their Workers Compensation Experience Modifier and OSHA 300 Logs for the past 3 years within 5 days when requested by Contractor. The Subcontractor will appoint a Safety Representative for the duration of the Project. The Subcontractor shall indemnify Contractor for any fines, or penalties imposed on Contractor as a result of any safety or health violations to the extent that any such fines or penalties are the result of the Subcontractor's failures to comply with applicable safety or health requirements, rules, regulations, orders or other lawful requirements. In the event Subcontractor is cited for the violation of, or failure to comply with, any applicable safety or health requirements, rules, regulations, orders or other lawful requirements, it shall give prompt notice thereof to Contractor and promptly provide Contractor with copies of any citations and other related documents it has received in connection with any such violations.

19.2 In accordance with OSHA regulations (Standard 20-CFR-1926.59) and included as part of this Agreement, this Subcontractor is to supply Contractor all material safety data sheets (MSDS) applicable to the items/products to be furnished or utilized by this Contract. MSDS reports shall be considered a submittal item and shall be collated (four (4) copies) and sent to the Contractor to the attention of the project manager immediately upon signing and returning this Contract. One (1) copy of the MSDS must also accompany deliveries to the project site.

19.3 In the event that any costs are incurred by the Contractor or claims made against the Contractor in connection with an inspection, proposed or actual violation or a legal or administrative proceeding arising from any conditions, practices, acts, or omissions to act of the Subcontractor, its employees, agents or representatives, then, in such event, the Subcontractor shall indemnify and hold the Contractor harmless from such costs or claims including, but not limited to, penalties and damages, whether by arbitration, judgment or settlement, together with attorney's fees which arise by reason of the failure of the Subcontractor to, in whole or in part, discharge the obligations hereunder taken.

**19.4** For all Federal-aid Contracts and for all Subcontracts of \$10,000.00 or more, the Subcontractor shall comply with, and provide any required documentation of its compliance upon request of the Contractor, the EEO Provisions of FHWA – 1273. In accordance with FHWA – 1273, Subcontractor is required to:

- Formally adopt an EEO policy, designate an EEO Officer, and cooperate with any and all Local, State, FHWA and USDOL agencies.
- Educate all personnel of the requirements of Subcontractor's EEO Policy and FHWA – 1273. All new Supervisory employees shall be educated within 30 days of hire.
- Inform all employees of the Subcontractor's EEO Policy by meetings, Handbooks, or other acceptable means.
- Conduct EEO Compliance Meetings with supervisory and personnel office employees before the start of the project and not less than once every six months thereafter.
- Instruct all employees who recruit to:
  - (a) Post Notices and Posters regarding Subcontractor's EEO Policies.
  - (b) Place advertisements for employment opportunities in publications with Minority/women focus.
  - (c) Include the statement "An Equal Opportunity Employer" in all advertisements for employees.
  - (d) Conduct systematic and direct recruitment through sources likely to yield minorities and women.
  - (e) Identify specific sources of potential minority/women candidates, and establish referral procedures with those sources.
- Abide by all valid bargaining agreements to the extent that the contractor can comply with EEO contract requirements.
- Encourage present employees to refer minority/women applicants for any open positions.
- Ensure non-discrimination in Wages, Working Conditions, Benefits, Hiring, Upgrading, Promotion, Transfer, Demotion, Layoff, and Termination. Periodically review, and take affirmative action for all affected employees if and where any discrimination is found.
- Investigate all complaints of discrimination and take corrective action that includes all affected persons.
- Assist in increasing the skills of minority/women employees and applicants.
- Make full use of OJT and Apprenticeship Training Programs.
- Advise employees and applicants of training opportunities.
- Review training and promotion potential of minority/women employees.
- Encourage minority/women employees to apply for training and promotion.
- Exert best efforts to gain Union cooperation in increasing opportunities for minorities and women.
- Exert best efforts to develop training programs with unions.
- Exert best efforts to incorporate EEO Clause in each Union Agreement binding the Union to non-discriminatory referrals.
- Engage in direct recruitment when Unions fail to provide minorities/women.
- Notify Contractor and the State when the Union fails to provide minority/women employees.
- Not discriminate in the selection and retention of subcontractors, material suppliers and lessors of equipment.
- Notify all potential subcontractors and suppliers of its EEO plan and the obligation not to discriminate.
- Exert its best efforts to utilize DBE/MBE/WBE subcontractors and vendors.
- Keep all reports, records and documentation to demonstrate compliance for no less than three years after the completion of the Prime Contract including, but not limited to all records of:
  - (a) EEO workforce profile by classification.
  - (b) EEO efforts with Unions.
  - (c) Efforts to increase the number of minority/women employees.
  - (d) Efforts to utilize DBE/MBE/WBE subcontractors and suppliers
- Submit annual report to Contractor and the State each July indicating EEO workforce profile employed in each classification per FHWA – 1391.
- Certify to and maintain Non-Segregated facilities.

**19.5** Subcontractor's failure to comply with any of the requirements of this Article 19 will be deemed by Contractor to be a material breach of this Subcontract.



**20. CUMULATIVE RIGHTS AND REMEDIES OF CONTRACTOR**

20.1 None of the rights and remedies granted to, conferred upon, or reserved by Contractor under this Subcontract, shall be deemed exclusive or impose any limitations upon, or be in derogation of any right or remedy of Contractor now existing, or hereafter to exist, at law, in equity or by statute, or in the manner or time for the exercise thereof; but each and every right and remedy of Contractor under this Subcontract shall be cumulative, and in addition to all other rights and remedies of Contractor under the Subcontract, now existing or hereafter to exist, at law, in equity, or by statute; any breach of any covenant or covenants herein contained may, at Contractor's option, be deemed a material breach of this Subcontract.

**21. CLEANUP**

21.1 During performance of its Work, Subcontractor shall keep all work areas occupied by it in a clean and safe condition. Upon completion of the Work, the Subcontractor shall remove all its tools, materials, rubbish, debris and other articles from the property of the Owner and shall leave its portion of the Work and the area occupied or used by it broom clean. Should it fail to take prompt action to this end, the Owner, or Contractor (at its option and without waiver of such other rights as it may have) may on ten (10) days notice treat them as abandoned property and shall charge Subcontractor the costs for removal of Subcontractor's tools, materials, rubbish, debris and other articles of property.

**22. CHANGES AND EXTRAS**

22.1 Contractor may, at any time, by a written order, and without invalidating this Subcontract, and without notice to Subcontractor's surety, if any, require the performance of Extra Work, require or approve of changes in the Work, including Decreased Work and changes in the specified method of performing the Work, as the Contractor may deem necessary or desirable. The amount of compensation to be paid to the Subcontractor for any Extra Work, or the credit to Contractor for such Decreased Work shall be determined pursuant to the terms of the Prime Contract.

22.2 In the event that a duly executed change order is issued concerning Extra Work for which the Subcontractor is to be compensated on a time and material basis, the Subcontractor will furnish daily vouchers for verification and signature of an authorized representative of Contractor, showing labor performed and materials furnished in connection with the Extra Work. A copy of such signed vouchers shall be presented with any invoice to the Contractor, together with a copy of bills for materials furnished. The Contractor shall have the right to examine all records of the Subcontractor relating to said change order and is hereby authorized to contact Subcontractor's suppliers of labor and materials to confirm the accuracy and correctness of the charges for labor, materials or other items appearing in the Subcontractor's bill to Contractor.

22.3 Notwithstanding any term or condition to the contrary, Subcontractor shall not be entitled to receive any additional compensation for changes in the Work unless a written Contract Amendment is signed by the Contractor's Vice President of Procurement, or another authorized representative of Contractor.

22.4 Payments and credits for changes in the Work will be made in accordance with Article 4 above.

**23. INSPECTION OF RECORDS**

23.1 Contractor shall have the right to examine all books, records, documents, and other data of Subcontractor relating to bidding, pricing or performance of this Subcontract or any change or modification thereto for the purpose of evaluating the accuracy and completeness of the cost data submitted in connection with any claim.

**24. PATENTS INFRINGEMENT**

24.1 Subcontractor agrees to pay all royalties and license fees and to indemnify and hold harmless Contractor and Owner from loss or damage or expense, including but not limited to attorneys' fees, which are incurred as a result of claims made or litigation on account of alleged violation or infringement of any letters patent or patented rights arising out of the Work, methods, materials, or things used by Contractor, except infringement or alleged infringement resulting from the use of or compliance with designs, drawings and specifications which form a part of this Subcontract and which were not originated or prepared by Subcontractor.

24.2 In the event of any such loss, expense, damages or injury, or if any claim or demand for damages aforesaid is made against Contractor or Owner, Contractor may withhold from any payment due or to become due to Subcontractor under the terms of this Subcontract, or any other agreement, an amount sufficient in its judgment to protect and indemnify Contractor and Owner from any and all such claims, expense, loss, damages or injury, or Contractor in its discretion may require Subcontractor to furnish a surety bond satisfactory to Contractor, providing for such protection and indemnity, which bond shall be furnished by the Subcontractor at his own cost within five days after written demand has been made therefore.

**25. INDEMNIFICATION OF CONTRACTOR FOR THIRD PARTY CLAIMS**

25.1 In the event the Prime Contract contains provisions which give other independent contractors on the Project a right to hold Contractor responsible for any damages they may sustain, the Subcontractor agrees to exonerate, indemnify and hold Contractor harmless from and against any claims, demands, judgments or liabilities against Contractor asserted by any other independent contractor on the Project, arising out of any act or omission of the Subcontractor or any of its sub-subcontractors or suppliers or any of their respective employees, agents or representatives.

**26. OWNER CONSENT**

26.1 This Agreement is not binding until written approval of this Subcontractor has been secured from the Owner and their authorized representative, if any.

**27. GOVERNING LAW AND VENUE**

27.1 The rights of the parties shall be construed pursuant to the laws of the State of New York. Subcontractor hereby waives all jurisdictional defenses and consents to the jurisdiction of the State of New York. The venue of any action or proceeding shall be exclusively in the Supreme Court of the State of New York, County of Westchester, before a Justice of said Court. The parties hereto hereby waive the right to trial by jury.

27.2 Notwithstanding any contrary terms or condition contained in any surety bond, the parties agree that the venue of any action or proceeding against any surety bonds made in connection with the Project shall be exclusively in the Supreme Court of the State of New York, County of Westchester, before a Justice of said Court. The parties hereto hereby waive the right to trial by jury.

**28. MISCELLANEOUS PROVISIONS**

28.1 No delay or failure on the part of Contractor in exercising any right hereunder, and no partial or single exercise thereof will constitute a waiver of such right or of any other right hereunder.

28.2 This Agreement shall not be altered, amended or modified except pursuant to a written instrument signed by the parties hereto. Subcontractor represents and warrants that it will make no claim for additional compensation on account of performing extra work or additional work unless prior to performing any such work, Subcontractor is issued a written change order pursuant to the terms of this Subcontract.

28.3 Subcontractor has relied on its own knowledge and not on any representations made by the Contractor, or by any other person, with respect to the character or quality of the Work to be performed. This agreement contains all the promises, agreements, conditions, inducements, and understandings between the Contractor and Subcontractor. There are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, between Contractor and Subcontractor other than expressly set forth herein as this agreement which represents the full and final intentions of the parties hereto.

28.4 It is mutually understood and agreed that this writing is a final, complete and exclusive integration, setting out the entire intention of the parties, and that no evidence of alleged prior dealings, usages of trade or course of dealing or of performance, not specifically and in terms set out herein, shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this writing, or to engraft thereon any stipulation or obligation different from, or inconsistent with, law or with the express provisions hereof; nor shall oral evidence of allegedly consistent additional terms be admissible without a specific preliminary finding by the court that this Agreement is ambiguous and in what respect.

28.5 In no event shall Contractor be liable to Subcontractor for prospective or speculative profits, or special, indirect, or consequential damages, including but not limited to, any claim for delay damages, extended field conditions, unabsorbed home office overhead, interference, or any other additional expenses claimed by the Subcontractor in connection with its Work, except and to the same extent Contractor actually receives additional compensation from the Owner for such damages.

28.6 All provisions in this Agreement are separate and severable. If any clause is held invalid, illegal, or contrary to public policy, the legality of the remaining portions of the Agreement shall be unaffected.

28.7 The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and each of their respective heirs, successors, and assigns.

28.8 This Agreement may be executed in one (1) or more counterparts, but none of which need contain the signatures of all parties, each of which shall be deemed an original and all of which together constitute one (1) and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures or on behalf of the parties hereof.

28.9 Except for their proper successors and assigns, the parties hereto intend that no third party shall have any rights or claims by reason of this Agreement.

29. CODE OF BUSINESS ETHICS.

Yonkers has adopted and adheres to a Code of Business Ethics and Standards of Conduct (the "Code of Business Ethics"), which embodies Yonkers' commitment to integrity, sound business ethics and personal fairness and honesty in its dealing with owners, customers, suppliers, Subcontractors, and others. The Code of Conduct is incorporated in this Subcontract and a copy is available on the Yonkers Contracting internet website at [www.yonkerscontractingco.com](http://www.yonkerscontractingco.com), or at its office for review. We ask you to familiarize yourself with it. Subcontractors and others that Yonkers deals with shall adhere to the Code of Business Ethics.

30. RIGHT TO AUDIT.

Subcontractor agrees to permit The City of New York ("the City") or its agents the right to conduct an audit of the Subcontractor's books and records relating to any financial transaction relating to this contract. Adoption of this right-to-audit clause is a condition precedent to the Subcontractor's right to receive payments under this Contract.

IN WITNESS WHEREOF, the parties have hereto hereunto executed this Subcontract the day and year first above written.

CONTRACTOR  
YONKERS CONTRACTING COMPANY, INC.

Attest:

*Jessica Rodriguez*

BY:

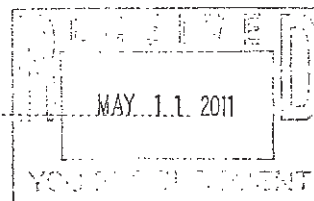
*Dennis J. Capolino*  
Dennis J. Capolino, VP, Procurement

SUBCONTRACTOR  
SUPERIOR GUNITE  
Federal I.D. Number: 95-3334880

Attest:

BY:

*Ron Federico*  
Ron Federico, Exec. Vice President



cc: JK, CM, JC, JS/RS (Field), File, AS (Orig.)  
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# **EXHIBIT 5**

AMENDMENT TO SUBCONTRACT

VENDOR: Superior Gunitite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

SUBCONTRACT #: 10-0212-18

AMENDMENT #: 01

PROJECT: Excavation/Mining/Lining of Vertical Shaft,  
E1, E2, Inclined Tunnels, T1 Connector Tunnel,  
and the Construction of a Ventilation Building  
and Station Entrance Structure at Site J.  
Contract# C-26510

DATE: June 1, 2012

The following changes are hereby made part of Subcontract Agreement # 10-0212-18R2, dated March 3, 2011 .

Subcontractor in a good and workmanlike manner and in strict accordance with the Contract Documents shall furnish and perform the labor, plant, materials, tools, machinery, equipment, supplies, appliances, winter protection and all other protection necessary to safeguard Subcontractor's Work, as defined herein, and all other things of every kind required to duly construct and complete the following work as further described herein:

The intent of this Amendment is to liquidate and settle all claims for overbreak in the rock as of the date of May 31, 2012 whether submitted or not and by signing this amendment Subcontractor agrees to waive it's right to make any further claims for additional compensation out of this Subcontract from the date of inception up to and including March 31, 2012 whether or not such claims have been previously submitted or not.

The original Subcontract amount was .....	\$7,500,000.00
Net change by previously authorized Amendments.....	\$0.00
The Subcontract amount prior to this Amendment was .....	\$7,500,000.00
The Subcontract amount will be (increased) by this Amendment in the amount of .....	\$674,813.00
The revised Subcontract amount including this Amendment will be .....	\$8,174,813.00

All other terms and conditions of the original Subcontract Agreement remain unchanged and are true and valid as if stated herein. Subcontractor hereby agrees to make the above described changes at the prices stated, and to the accounting as set forth above in regards to the revised Subcontract amount to the date of this Amendment.

APPROVED AND ACCEPTED  
SUPERIOR GUNITITE

By:   
Ron Federico, Executive Vice President

Date: 6/1/12

APPROVED AND ACCEPTED  
YONKERS CONTRACTING COMPANY, INC.

By:   
Dennis J. Capolino, VP, Procurement

Date: 6/1/12

cc: JK, CM, JC, JS/RS (Field), File, AS (Original)



## AMENDMENT TO SUBCONTRACT

<b>VENDOR:</b>	Superior Gunite 12306 Van Nuys Blvd Lakeview Terrace, CA 91342	<b>SUBCONTRACT #:</b>	10-0212-18
		<b>AMENDMENT #:</b>	02
<b>PROJECT:</b>	Excavation/Mining/Lining of Vertical Shaft, E1, E2, Inclined Tunnels, T1 Connector Tunnel, and the Construction of a Ventilation Building and Station Entrance Structure at Site J. Contract# C-26510	<b>DATE:</b>	June 1, 2012

The following changes are hereby made part of Subcontract Agreement # 10-0212-18R2, dated March 3, 2011 .

Subcontractor in a good and workmanlike manner and in strict accordance with the Contract Documents shall furnish and perform the labor, plant, materials, tools, machinery, equipment, supplies, appliances, winter protection and all other protection necessary to safeguard Subcontractor's Work, as defined herein, and all other things of every kind required to duly construct and complete the following work as further described herein:

The intent of this Amendment is to liquidate and settle all claims for pre-sandwall additional work and scope deletions as of the date of June 1, 2012 whether submitted or not and by signing this amendment Subcontractor agrees to waive it's right to make any further claims for additional compensation out of this Subcontract from the date of inception up to and including March 31, 2012 whether or not such claims have been previously submitted or not. Please refer to the pricing section of this amendment for a complete breakdown of the items included herein.

DESCRIPTION	APPROX. QTY.	MEAS.	UNIT PRICE	EXTENSION
COR's 1-11 for pre-sandwall additional work (overbreak)	1	LS	\$1,570,000.00	\$1,570,000.00
Deletion of Scaffolding/Backforming/Beam Pocket Scope	1	LS	(\$600,000.00)	(\$600,000.00)
Deletion of Portions of the sandwall	1	LS	(\$419,000.00)	(\$419,000.00)
Deletion of 8" Wall	1	<del>LS</del> <b>\$175K</b>	<del>(\$100,000.00)</del>	(\$75,000.00)
<b>APPROXIMATE TOTAL</b>				<b>\$476,000.00</b>

The original Subcontract amount was .....	\$7,500,000.00
Net change by previously authorized Amendments.....	\$674,813.00
The Subcontract amount prior to this Amendment was .....	\$8,174,813.00
The Subcontract amount will be (increased) by this Amendment in the amount of .....	\$476,000.00
The revised Subcontract amount including this Amendment will be .....	\$8,650,813.00



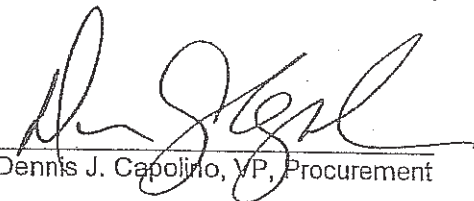
All other terms and conditions of the original Subcontract Agreement remain unchanged and are true and valid as if stated herein. Subcontractor hereby agrees to make the above described changes at the prices stated, and to the accounting as set forth above in regards to the revised Subcontract amount to the date of this Amendment.

APPROVED AND ACCEPTED  
SUPERIOR GUNITE

By:   
Ron Federico, Executive Vice President

Date: 6/1/12

APPROVED AND ACCEPTED  
YONKERS CONTRACTING COMPANY, INC.

By:   
Dennis J. Capolino, VP, Procurement

Date: 6/1/12

cc: JK, CM, JC, JS/RS (Field), File, AS (Original)

# **EXHIBIT 6**

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 18  
INVOICE # 16248  
SG 9058  
PERIOD TO: 9/30/2012

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM (CONTRACTOR):  
Superior Gunitite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls &amp; Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	PENDING
Change Orders approved in previous months by Owner			
TOTAL		0.00	0.00
Approved this month			
Number	Date Approved		
Amendment #1	\$ 674,813	674,812.50	
Amendment #2	\$ 476,000	476,000.00	
COR 12 & 12.2 - May	\$ 109,431		109,431.00
COR 13.1 - 13.6	\$ 154,326		154,326.00
COR 14 - 14.14 / 13.7	\$ 238,633		238,633.00
COR 15 - 15.11	\$ 134,185		134,185.00
COR 16 - 16.02	\$ 2,768		2,768.00
COR 17 - Credit Shaft Walls - 8"	\$ (85,156)		-85,156.00
COR 18 - Credit B1 Interior Wall	\$ (76,391)		-76,391.00
TOTALS	\$ 1,628,609	1,150,812.50	477,796.00
Net change by Change Orders			1,628,608.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

1. ORIGINAL CONTRACT SUM	\$7,500,000.00
2. Net change by Change Orders	\$1,150,813.48
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,650,813.48
4. TOTAL COMPLETED & STORED TO DATE	\$8,650,813.48
(COLUMN G on G703)	
5. RETAINAGE:	
a. 10 % of Completed Work	\$865,081.35
(Column D + E on G703)	
b. % of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$865,081.35
6. TOTAL EARNED LESS RETAINAGE	\$7,785,732.13
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificates)	\$7,100,315.53
8. CURRENT PAYMENT DUE	\$685,416.60
9. BALANCE TO FINISH, PLUS RETAINAGE	\$865,081.35
(Line 3 less Line 6)	

State of: County of:

Subscribed and sworn to before me this day of 1999

Notary Public:

My Commission expires:

By: Date:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$685,416.60  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Date:  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 16

APPLICATION DATE: 10/2/2012

PERIOD TO: 9/30/2012

ARCHITECT'S PROJECT NO: MTA C-26510

INVOICE # 16248

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>BASE CONTRACT</b>								
	SAND WALLS @ 4"t - 10 move ins (estimated)	\$ 1,050,000	1,050,000.00	0.00		1,050,000.00	100.00%	0.00	105,000.00
	INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	\$ 1,210,400	1,210,400.00	0.00		1,210,400.00	100.00%	0.00	121,040.00
	SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't	\$ 100,800	100,800.00	0.00		100,800.00	100.00%	0.00	10,080.00
	Fixed Frame Scaffolding - set up or Rolling Jumbo	\$ 3,100	3,100.00	0.00		3,100.00	100.00%	0.00	310.00
	Backforming - Hi Rib expaned metal panels @ E1 / E2 / T1 Arches only	\$ 135,900	135,900.00	0.00		135,900.00	100.00%	0.00	13,590.00
	B3 LEVEL - OUTER & INTERIOR WALLS - 2.5't / 3.0't / 1.0't	\$ 67,210	37,180.00	30,030.00		67,210.00	100.00%	0.00	6,721.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 2,100	2,100.00	0.00		2,100.00	100.00%	0.00	210.00
	Backforming - Hi Rib expaned metal panels	\$ 5,060	5,060.47	0.00		5,060.48	100.00%	0.00	506.05
	B2 LEVELS (El. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5't / 2.5't / 3.0't	\$ 195,000	195,000.00	0.00		195,000.00	100.00%	0.00	19,500.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 8,160	8,160.00	0.00		8,160.00	100.00%	0.00	816.00
	B1 LEVELS - OUTER & INTERIOR WALLS - 1.5't / 2.0't / 3.0't	\$ 1,221,000	1,008,000.00	213,000.00		1,221,000.00	100.00%	0.00	122,100.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 50,770	50,770.00	0.00		50,770.00	100.00%	0.00	5,077.00
	Backforming - Hi Rib expaned metal panels	\$ 177,695	177,695.00	0.00		177,695.00	100.00%	0.00	17,769.50
	SHEAR WALL @ E LINE - 4.0't	\$ 672,000	672,000.00	0.00		672,000.00	100.00%	0.00	67,200.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 15,130	15,130.00	0.00		15,130.00	100.00%	0.00	1,513.00
	Backforming - Hi Rib expaned metal panels	\$ 52,955	52,955.00	0.00		52,955.00	100.00%	0.00	5,295.50
	SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't	\$ 104,400	39,000.00	65,400.00		104,400.00	100.00%	0.00	10,440.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 9,400	9,400.00	0.00		9,400.00	100.00%	0.00	940.00
	CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67't / - 5 move ins	\$ 454,400	252,800.00	201,600.00		454,400.00	100.00%	0.00	45,440.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 46,000	46,000.00	0.00		46,000.00	100.00%	0.00	4,600.00
	CONCRETE WALLS - OUTER WALLS - 5.0't - 6.5't - ALL AREAS PER YCC ESTIMATE	\$ 1,819,200	1,567,656.00	251,544.00		1,819,200.00	100.00%	0.00	181,920.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 45,840	45,840.00	0.00		45,840.00	100.00%	0.00	4,584.00
	Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	\$ 53,480	53,480.00	0.00		53,480.00	100.00%	0.00	5,348.00
	Amendment #1 0 Overbreak	\$ 674,813	674813	0.00		\$ 674,813	100.00%	0.00	67,481.30
	Amendment #2 - COR's 1-11.1	\$ 476,000	476000	0.00		\$ 476,000.00	100.00%	0.00	47,600.00
	Approved COR's - Pending issuance - see SOV	\$ -	0	0.00		\$ -	#DIV/0!	0.00	0.00
		8,650,813	7,889,239.47	761,574.01	0.00	8,650,813.48		0.00	865,081.35

**CHANGE ORDER REQUESTS****CONTRACT CREDITS**

\$ 7,500,000	ORIGINAL CONTRACT
\$ 2,244,813	Amendments #1&2
\$ 1,094,000	Amendments #1&2 Credits
\$ 1,150,813	NET Amendments #1&2
\$ 8,650,813	SUBTOTAL CONTRACT
\$ 109,431.00	PENDING COR 12-12.3
\$ 154,326.00	PENDING COR 13.1 - 13.6
\$ 238,633.00	PENDING COR 14.0 - 14.4 / 13.7
\$ 134,185.00	PENDING COR 15-15.11
\$ 2,768.00	PENDING COR 16-16.02
\$ (161,547.00)	Shaft Walls / Interior Walls



SCHEDULE OF VALUES - SITE J MTA STATION													
	QTY	UNIT	UNIT'S	AMOUNT	COMPLETE	UNIT	AMOUNT						
SAND WALLS @ 4"t - 10 move ins (estimated)	70,000	sf	\$15.00	\$ 1,050,000	70,000	sf	\$1,050,000					\$	(419,000)
INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	1,424	cys	\$860.00	\$ 1,210,400	1,424	cys	\$1,210,400						
SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5" / 3.0"	126	cys	\$800.00	\$ 100,800	126	cys	\$100,800						
Fixed Frame Scaffolding - set up or Rolling Jumbo	1,550	sf	\$2.00	\$ 3,100	1,550	sf	\$3,100						(3,100)
Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	15,100	sf	\$9.00	\$ 135,900	15,100	sf	\$135,900						(56,950)
B3 LEVEL - OUTER & INTERIOR WALLS - 2.5" / 3.0" / 1.0"	94	cys	\$715.00	\$ 67,210	94	cys	\$67,210						
Fixed Frame Scaffolding / Rolling Jumbo	1,050	sf	\$2.00	\$ 2,100	1,050	sf	\$2,100						(2,100)
Backforming - Hi Rib expanded metal panels	735	sf	\$6,885	\$ 5,060	735	sf	\$5,060						(5,060)
B2 LEVELS (EL. 77.5 - 92.8) - OUTER & INTERIOR WALLS - 1.5" / 2.5" / 3.0"	325	cys	\$600.00	\$ 195,000	325	cys	\$195,000						
Fixed Frame Scaffolding / Rolling Jumbo	4,080	sf	\$2.00	\$ 8,160	4,080	sf	\$8,160						
B1 LEVELS - OUTER & INTERIOR WALLS - 1.5" / 2.0" / 3.0"	2,035	cys	\$600.00	\$ 1,221,000	2,035	cys	\$1,221,000						(135,000)
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$2.00	\$ 50,770	25,385	sf	\$50,770						(50,770)
Backforming - Hi Rib expanded metal panels	25,385	sf	\$7.00	\$ 177,695	25,385	sf	\$177,695						(177,695)
SHEAR WALL @ E LINE - 4.0"	1120	cys	\$600.00	\$ 672,000	1,120	cys	\$672,000						
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$2.00	\$ 15,130	7,565	sf	\$15,130						(15,130)
Backforming - Hi Rib expanded metal panels	7565	sf	\$7.00	\$ 52,955	7,565	sf	\$52,955						(52,955)
SHEAR WALLS (EL. 84.6 - 77.5) - 1.0"	174	cys	\$600.00	\$ 104,400	174	cys	\$104,400						
Fixed Frame Scaffolding / Rolling Jumbo	4700	sf	\$2.00	\$ 9,400	4,700	sf	\$9,400						(9,400)
CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67" / - 5 move ins	568	cys	\$800.00	\$ 454,400	568	cys	\$454,400						(75,000)
Fixed Frame Scaffolding / Rolling Jumbo	23000	sf	\$2.00	\$ 46,000	23,000	sf	\$46,000						(46,000)
CONCRETE WALLS - OUTER WALLS - 5.0" - 6.5" - ALL AREAS PER YGCC ESTIMATE	4548	cys	\$400.00	\$ 1,819,200	4,548	cys	\$1,819,200						
Fixed Frame Scaffolding / Rolling Jumbo	22920	sf	\$2.00	\$ 45,840	22,920	sf	\$45,840						(45,840)
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	7,640	sf	\$7.00	\$ 53,480	7,640	sf	\$53,480						
BASE CONTRACT ITEMS TOTAL	10,414			\$ 7,500,000	10,414		\$ 7,500,000						(1,094,000)
OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces	1799.5	c/y	\$375	\$ 674,813	1799.5	c/y	\$674,813						Amendment #1
Pre Sand Walls - See COR 1 - 11.1				\$ 476,000			\$476,000						Amendment #2
Pre Sand Walls - See COR 12	1.0	ls	\$35,663	\$ 35,663	1.0	ls	\$35,663						
COR 12.1 - Grdline 2 / E.2 Lines - Slayforming & Shotcrete flash - Unit Prices - Back of walls	1.0	ls	\$10,600	\$ 9,280	1.0	ls	\$9,280						
COR 12.2 - Incline Invert - Over break (in excess of 85 cys)	5.1	c/y	\$375	\$ 17,073	5.1	c/y	\$17,073						\$109,431
COR 12.3 - Incline Invert - Sand Walls - Unit Price per Contract	2140.0	sf	\$15	\$ 47,415	2140.0	sf	\$47,415						
COR 13.1 - 427 SF Of Sand Wall & 44 cys Overbreak	1.0	ls		\$ 22,912			\$22,912						\$154,326
COR 13.3				\$ 29,010			\$29,010						
COR 13.4				\$ 8,474			\$8,474						
COR 13.5 - Pumped 140 cys / 142 cys = 140 x \$465 = \$65,100				\$ 66,030			\$66,030						\$238,633
COR 13.6				\$ 6,300			\$6,300						
COR 13.7 - work done in July				\$ 21,600			\$21,600						
COR 14.1 E1 Pit Walls				\$ 75,368			\$75,368						
COR 14.3				\$ 8,341			\$8,341						
COR 14.4				\$ 33,050			\$33,050						
COR 14.5				\$ 22,005			\$22,005						
COR 14.6				\$ 32,272			\$32,272						
COR 14.7				\$ 4,650			\$4,650						
COR 14.8				\$ 3,352			\$3,352						
COR 14.9				\$ 1,558			\$1,558						
COR 14.10				\$ 2,055			\$2,055						
COR 14.11				\$ 5,250			\$5,250						
COR 14.11b				\$ 8,552			\$8,552						
COR 14.12				\$ 10,530			\$10,530						
COR 14.13				\$ 22,632			\$22,632						
COR 14.14				\$ 2,529			\$2,529						
COR 14.15				\$ 377			\$377						
COR 14.16				\$ 9,270			\$9,270						
COR 15.1				\$ 24,512			\$24,512						\$134,185
COR 15.2				\$ 7,543			\$7,543						
COR 15.3				\$ 378			\$378						
COR 15.04				\$ 29,619			\$29,619						
COR 15.05				\$ 10,153			\$10,153						
COR 15.06				\$ 5,334			\$5,334						
COR 15.07				\$ 15,780			\$15,780						
COR 15.08				\$ 1,439			\$1,439						
COR 15.09				\$ 15,255			\$15,255						
COR 15.10				\$ 8,400			\$8,400						
COR 15.11				\$ 12,428			\$12,428						
COR 16.01				\$ 1,574			\$1,574						\$2,768
COR 16.02				\$ 1,180			\$1,180						
COR 17 - delete 8" Shaft Walls				\$ (65,156)			-\$65,156						-\$161,547
COR 17.02 - delete B1 Interior Wall				\$ (76,391)			-\$76,391						
TOTAL COMPLETE TO DATE ALL WORK AND CO'S				\$9,128,418			\$477,796						\$477,796



# APPLICATION AND CERTIFICATE FOR PAYMENT.....AIA DOCUMENT G702.....(Instructions on reverse side).....PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 15  
INVOICE # 16203  
SG 9058  
PERIOD TO: 8/31/2012

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls & Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	PENDING
Change Orders approved in previous months by Owner		0.00	0.00
<b>TOTAL</b>			
Approved this month			
Number	Date Approved		
Amendment #1	\$ 674,813	674,812.50	
Amendment #2	\$ 476,000	476,000.00	
COR 12 & 12.2- May	\$ 128,081		128,080.75
COR 13.1 - 13.6	\$ 146,090		146,090.00
COR 14 - 14.14 / 13.7	\$ 209,855		209,855.00
COR 15 - 15.11	\$ 141,177		141,176.83
<b>TOTALS</b>	<b>\$ 1,775,995</b>	<b>1,150,812.50</b>	<b>625,182.58</b>
Net change by Change Orders			1,775,995.08

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shows herein is now due.

CONTRACTOR:

By: Date:

1. ORIGINAL CONTRACT SUM	\$7,500,000.00
2. Net change by Change Orders	\$1,150,813.48
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,650,813.48
4. TOTAL COMPLETED & STORED TO DATE	\$7,889,239.48
(COLUMN G on G703)	
5. RETAINAGE:	
a 10 % of Completed Work	\$788,923.95
(Column D + E on G703)	
b % of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$788,923.95
6. TOTAL EARNED LESS RETAINAGE	\$7,100,315.53
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	

PAYMENT (Line 6 from prior Certificates)	\$5,909,833.33
8. CURRENT PAYMENT DUE	\$1,190,482.20
9. BALANCE TO FINISH, PLUS RETAINAGE	\$1,550,497.95
(Line 3 less Line 6)	

State of: County of:  
Subscribed and sworn to before me this day of 1999

Notary Public:

My Commission expires:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$1,190,482.20  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Date:  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 15  
 APPLICATION DATE: 9/7/2012  
 PERIOD TO: 8/31/2012  
 ARCHITECT'S PROJECT NO: MTA C-26510

INVOICE # 16203

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED	LETED	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>BASE CONTRACT</b>								
	SAND WALLS @ 4"t - 10 move ins (estimated)	\$ 1,050,000	1,050,000.00	0.00		1,050,000.00	100.00%	0.00	105,000.00
	INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	\$ 1,210,400	542,300.00	668,100.00		1,210,400.00	100.00%	0.00	121,040.00
	SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't	\$ 100,800	52,944.00	47,856.00		100,800.00	100.00%	0.00	10,080.00
	Fixed Frame Scaffolding - set up or Rolling Jumbo	\$ 3,100	3,100.00	0.00		3,100.00	100.00%	0.00	310.00
	Backforming - Hi Rib expaned metal panels @ E1 / E2 / T1 Arches only	\$ 135,900	108,000.00	27,900.00		135,900.00	100.00%	0.00	13,590.00
	B3 LEVEL - OUTER & INTERIOR WALLS - 2.5't / 3.0't / 1.0't	\$ 67,210	17,160.00	20,020.00		37,180.00	55.32%	30,030.00	3,718.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 2,100	2,100.00	0.00		2,100.00	100.00%	0.00	210.00
	Backforming - Hi Rib expaned metal panels	\$ 5,060	5,060.47	0.00		5,060.48	100.00%	0.00	506.05
	B2 LEVELS (El. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5't / 2.5't / 3.0't	\$ 195,000	195,000.00	0.00		195,000.00	100.00%	0.00	19,500.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 8,160	8,160.00	0.00		8,160.00	100.00%	0.00	816.00
	B1 LEVELS - OUTER & INTERIOR WALLS - 1.5't / 2.0't / 3.0't	\$ 1,221,000	1,006,200.00	1,800.00		1,008,000.00	82.56%	213,000.00	100,800.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 50,770	50,770.00	0.00		50,770.00	100.00%	0.00	5,077.00
	Backforming - Hi Rib expaned metal panels	\$ 177,695	177,695.00	0.00		177,695.00	100.00%	0.00	17,769.50
	SHEAR WALL @ E LINE - 4.0't	\$ 672,000	467,718.00	204,282.00		672,000.00	100.00%	0.00	67,200.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 15,130	15,130.00	0.00		15,130.00	100.00%	0.00	1,513.00
	Backforming - Hi Rib expaned metal panels	\$ 52,955	52,955.00	0.00		52,955.00	100.00%	0.00	5,295.50
	SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't	\$ 104,400	16,200.00	22,800.00		39,000.00	37.36%	65,400.00	3,900.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 9,400	9,400.00	0.00		9,400.00	100.00%	0.00	940.00
	CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67't / - 5 move ins	\$ 454,400	116,000.00	136,800.00		252,800.00	55.63%	201,600.00	25,280.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 46,000	46,000.00	0.00		46,000.00	100.00%	0.00	4,600.00
	CONCRETE WALLS - OUTER WALLS - 5.0't - 6.5't - ALL AREAS PER YCC ESTIMATE	\$ 1,819,200	1,374,456.00	193,200.00		1,567,656.00	86.17%	251,544.00	156,765.60
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 45,840	45,840.00	0.00		45,840.00	100.00%	0.00	4,584.00
	Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	\$ 53,480	53,480.00	0.00		53,480.00	100.00%	0.00	5,348.00
	Amendment #1 0 Overbreak	\$ 674,813	674,813	0.00		\$ 674,813	100.00%	0.00	67,481.30
	Amendment #2 - COR's 1-11.1	\$ 476,000	476,000	0.00		\$ 476,000.00	100.00%	0.00	47,600.00
		8,650,813	6,566,481.47	1,322,758.01	0.00	7,889,239.48		761,574.00	788,923.95

AIA DOCUMENT G703 \* APPLICATION AND CERTIFICATE FOR PAYMENT \* MAY 1993 EDITION \* AIA \*\*\* 1983  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703 - 1983

**CHANGE ORDER REQUESTS**  
**CONTRACT CREDITS**

\$ 7,500,000 ORIGINAL CONTRACT  
 \$ 2,244,813 CHANGE ORDERS 1 & 2  
 \$ 1,094,000 CREDITS ON 1 & 2  
 \$ 1,150,813 NET ADD TO CONTRACT  
 \$ 8,650,813  
 \$ 128,061 PENDING COR 12-12.3  
 \$ 146,090 PENDING COR 13.1 - 13.6  
 \$ 209,855 PENDING COR 14.0 - 14.4 / 13.7  
 \$ 141,177 PENDING COR 15-15.11

\$

625,183

SCHEDULE OF VALUES - SITE J MTA STATION	QTY	UNIT	UNIT \$	AMOUNT	COMPLETE	UNIT	AMOUNT	
SAND WALLS @ 4"t - 10 move ins (estimated)	70,000	sf	\$15.00	\$ 1,050,000	70000	sf	\$1,050,000	\$ (419,000)
INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	1,424	cys	\$850.00	\$ 1,210,400	1424	cys	\$1,210,400	
SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't/3.0't	126	cys	\$800.00	\$ 100,800	126	cys	\$100,800	
Fixed Frame Scaffolding - set up or Rolling Jumbo	1,550	sf	\$2.00	\$ 3,100	1550	sf	\$3,100	\$ (3,100)
Backforming - Hi Rib expanded metal panels @ E1/E2/T1 Arches only	15,100	sf	\$9.00	\$ 135,900	15100	sf	\$135,900	\$ (56,950)
B3 LEVEL - OUTER & INTERIOR WALLS - 2.5't/3.0't/1.0't	94	cys	\$715.00	\$ 67,210	52	cys	\$37,180	
Fixed Frame Scaffolding / Rolling Jumbo	1,050	sf	\$2.00	\$ 2,100	1050	sf	\$2,100	\$ (2,100)
Backforming - Hi Rib expanded metal panels	735	sf	\$6.885	\$ 5,060	735	sf	\$5,060	\$ (5,060)
B2 LEVELS (EL. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5't/2.5't/3.0't	325	cys	\$600.00	\$ 195,000	325	cys	\$195,000	
Fixed Frame Scaffolding / Rolling Jumbo	4,080	sf	\$2.00	\$ 8,160	4,080	sf	\$8,160	
B1 LEVELS - OUTER & INTERIOR WALLS - 1.5't/2.0't/3.0't	2,035	cys	\$600.00	\$ 1,221,000	1680	cys	\$1,008,000	\$ (135,000)
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$2.00	\$ 50,770	25,385	sf	\$50,770	\$ (50,770)
Backforming - Hi Rib expanded metal panels	25,385	sf	\$7.00	\$ 177,695	25,385	sf	\$177,695	\$ (177,695)
SHEAR WALL @ E LINE - 4.0't	1120	cys	\$600.00	\$ 672,000	1120	cys	\$672,000	
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$2.00	\$ 15,130	7565	sf	\$15,130	\$ (15,130)
Backforming - Hi Rib expanded metal panels	7565	sf	\$7.00	\$ 52,955	7565	sf	\$52,955	\$ (52,955)
SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't	174	cys	\$600.00	\$ 104,400	65	cys	\$39,000	
Fixed Frame Scaffolding / Rolling Jumbo	4700	sf	\$2.00	\$ 9,400	4700	sf	\$9,400	\$ (9,400)
CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67t/- 5 move ins	568	cys	\$800.00	\$ 454,400	316	cys	\$252,800	\$ (75,000)
Fixed Frame Scaffolding / Rolling Jumbo	23000	sf	\$2.00	\$ 46,000	23000	sf	\$46,000	\$ (46,000)
CONCRETE WALLS - OUTER WALLS - 5.0t - 6.5t - ALL AREAS PER YCC ESTIMATE	4548	cys	\$400.00	\$ 1,819,200	3919.14	cys	\$1,567,656	
Fixed Frame Scaffolding / Rolling Jumbo	22920	sf	\$2.00	\$ 45,840	22920	sf	\$45,840	\$ (45,840)
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	7,640	sf	\$7.00	\$ 53,480	7640	sf	\$53,480	
BASE CONTRACT ITEMS TOTAL	10,414			\$ 7,500,000	9027		\$6,738,426	\$ (1,094,000)
OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces	1799.5	cy	\$375	\$ 674,813	1799.5	cy	\$674,813	Amendment #1
Pre Sand Walls - See COR 1 - 11.1				\$ 476,000			\$476,000	Amendment #2
Pre Sand Walls - See COR 12	1.0	ls	\$83,437	\$ 83,437	1.0	ls	\$83,437	\$128,061
COR 12.1 - Gridline 2 / E.2 Lines - Stayforming & Shotcrete flash - Unit Prices - Back of walls	1.0	ls	\$10,600	\$ 10,600	1.0	ls	\$10,600	
COR 12.2 - Incline Invert - Over break ( in excess of 85 cys)	5.1	cy	\$375	\$ 1,924	5.1	cy	\$1,924	
COR 12.3 - Incline Invert - Sand Walls - Unit Price per Contract	2140.0	sf	\$15	\$ 32,100	2140.0	sf	\$32,100	
COR 13.1 - 427 SF OF Sand Wall & 44 cys Overbreak	1.0	ls		\$ 20,775			\$20,775	\$146,090
COR 13.3				\$ 23,840			\$23,840	
COR 13.4				\$ 8,475			\$8,475	
COR 13.5 - Pumped 140 cys / 142 cys = 140 x \$465 = \$65,100				\$ 65,100			\$65,100	
COR 13.6				\$ 6,300			\$6,300	
COR 13.7 - work done in July				\$ 21,600			\$21,600	
COR 14.1 E1 Pit Walls				\$ 68,163			\$68,163	\$209,855
COR 14.3				\$ 9,223			\$9,223	
COR 14.5				\$ 24,202			\$24,202	
COR 14.7				\$ 4,100			\$4,100	
COR 14.11b				\$ 8,553			\$8,553	
COR 14.11				\$ 5,250			\$5,250	
COR 14.6				\$ 35,582			\$35,582	
COR 14.8				\$ 3,353			\$3,353	
COR 14.9				\$ 1,559			\$1,559	
COR 14.10				\$ 2,055			\$2,055	
COR 14.16				\$ 6,112			\$6,112	
COR 14.12				\$ 9,270			\$9,270	
COR 14.3				\$ 24,512			\$24,512	
COR 14.4				\$ 7,543			\$7,543	
COR 14.15				\$ 378			\$378	
COR 15.01				\$ 7,460			\$7,460	\$141,177
COR 15.02				\$ 30,325			\$30,325	
COR 15.03				\$ 4,975			\$4,975	
COR 15.04				\$ 29,619			\$29,619	
COR 15.05				\$ 10,153			\$10,153	
COR 15.06				\$ 5,334			\$5,334	
COR 15.07				\$ 15,790			\$15,790	
COR 15.08				\$ 1,439			\$1,439	
COR 15.09				\$ 15,255			\$15,255	
COR 15.10				\$ 8,400			\$8,400	
COR 15.11				\$ 12,428			\$12,428	
TOTAL COMPLETE TO DATE ALL WORK AND CO'S				\$1,775,995			\$625,183	\$625,183



## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF

PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W 33rd Street  
New York, NY 10001

APPLICATION NO: 14  
INVOICE # 18167  
SG 9058  
PERIOD TO: 7/31/2012

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandvally &amp; Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0.00	0.00
Approved this month			
Number	Date Approved		
Amendment #1	5 674,813	674,812.50	
Amendment #2	5 478,000	478,000.00	
COR 12 & 12.2 - May	5 128,081		
COR 13.1 - 13.6	5 139,790		
COR 14 - 14.14 / 13.7	5 231,455		
TOTALS		1,150,812.50	0.00
Net change by Change Orders			1,150,812.50

1. ORIGINAL CONTRACT SUM \$7,500,000.00
2. Net change by Change Orders \$1,150,812.49
3. CONTRACT SUM TO DATE (Line 1 + 2) \$8,650,812.49
4. TOTAL COMPLETED & STORED TO DATE \$8,566,481.48  
(Column G on G703)
5. RETAINAGE:
  - a 10 % of Completed Work \$856,648.15  
(Column D - E on G703)
  - b % of Stored Material \$0.00  
(Column F on G703)Total Retainage (Line 5a + 5b or Total in Column I of G703) \$856,648.15
6. TOTAL EARNED LESS RETAINAGE \$5,909,833.33  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR

- PAYMENT (Line 6 from prior Certificates) \$4,636,734.33
8. CURRENT PAYMENT DUE \$1,273,599.00
  9. BALANCE TO FINISH, PLUS RETAINAGE \$2,740,880.15  
(Line 3 less Line 8)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

8/14/12

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data concerning the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

State of

County of

Subscribed and sworn to before me this

day of

1999

Notary Public:

My Commission expires:

AMOUNT CERTIFIED \$1,273,599.00  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

5E14/EE21

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification is attached  
In tabulations below, amounts are stated to the nearest dollar  
Use Column I on Contracts where separate retainage for line items may apply

APPLICATION NUMBER: 13 INVOICE # 16138  
APPLICATION DATE: 8/9/2012  
PERIOD TO: 7/31/2012  
ARCHITECT'S PROJECT NO: MTA C-25510

Use Column I on Contracts where separate payment for line items may apply									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>BASE CONTRACT</b>								
	SAND WALLS @ 4" - 10 move ins (estimated)	\$ 1,050,000	1,050,000.00	0.00		1,050,000.00	100.00%	0.00	105,000.00
	INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	\$ 1,210,400	29,750.00	512,550.00		542,300.00	44.80%	668,100.00	54,230.00
	SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5' / 3.0'	\$ 100,800	52,944.00	0.00		52,944.00	52.52%	47,856.00	5,294.40
	Fixed Frame Scaffolding - set up or Rolling Jumbo	\$ 3,100	3,100.00	0.00		3,100.00	100.00%	0.00	310.00
	Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	\$ 135,900	83,000.00	45,000.00		108,000.00	79.47%	27,900.00	10,800.00
	B3 LEVEL - OUTER & INTERIOR WALLS - 2.5' / 3.0' / 1.0'	\$ 67,210	0.00	17,160.00		17,160.00	25.53%	50,050.00	1,716.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 2,100	2,100.00	0.00		2,100.00	100.00%	0.00	210.00
	Backforming - Hi Rib expanded metal panels	\$ 5,060	5,060.48	-0.01		5,060.48	100.00%	0.00	506.05
	B2 LEVELS (E1, 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5' / 2.5' / 3.0'	\$ 195,000	195,000.00	0.00		195,000.00	100.00%	0.00	19,500.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 8,160	8,160.00	0.00		8,160.00	100.00%	0.00	816.00
	B1 LEVELS - OUTER & INTERIOR WALLS - 1.5' / 2.0' / 3.0'	\$ 1,221,000	1,002,000.00	4,200.00		1,006,200.00	82.41%	214,800.00	100,620.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 50,770	50,770.00	0.00		50,770.00	100.00%	0.00	5,077.00
	Backforming - Hi Rib expanded metal panels	\$ 177,695	177,695.00	0.00		177,695.00	100.00%	0.00	17,769.50
	SHEAR WALL @ E LINE - 4.0'	\$ 672,000	83,718.00	384,000.00		467,718.00	69.60%	204,282.00	46,771.80
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 15,130	15,130.00	0.00		15,130.00	100.00%	0.00	1,513.00
	Backforming - Hi Rib expanded metal panels	\$ 52,955	52,955.00	0.00		52,955.00	100.00%	0.00	5,295.50
	SHEAR WALLS (E1, 64.6 - 77.5) - 1.0'	\$ 104,400	0.00	16,200.00		16,200.00	15.52%	88,200.00	1,620.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 9,400	9,400.00	0.00		9,400.00	100.00%	0.00	940.00
	CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67' / - 5 move ins	\$ 454,400	116,000.00	0.00		116,000.00	25.53%	338,400.00	11,600.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 46,000	46,000.00	0.00		46,000.00	100.00%	0.00	4,600.00
	CONCRETE WALLS - OUTER WALLS - 5.0' - 6.5' - ALL AREAS PER YCC ESTIMATE	\$ 1,819,200	938,456.00	436,000.00		1,374,456.00	75.55%	444,744.00	137,445.60
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 45,840	45,840.00	0.00		45,840.00	100.00%	0.00	4,584.00
	Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	\$ 53,480	53,480.00	0.00		53,480.00	100.00%	0.00	5,348.00
	Amendment #1 0 Overbreak	\$ 674,813	674,813	0.00		\$ 674,813	100.00%	0.00	67,481.30
	Amendment #2 - COR's 1-11 1	\$ 476,000	476,000	0.00		\$ 476,000.00	100.00%	0.00	47,500.00
		8,650,813	5,151,371.48	1,415,110.00	0.00	6,566,481.48		2,084,332.00	656,548.15

AIA DOCUMENT G703, APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1982 EDITION - ALL RIGHTS RESERVED  
THIS AGREEMENT BETWEEN ARCHITECTS 1700 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20005

# CHANGE ORDER REQUESTS CONTRACT CREDITS

\$ 7,560,000 ORIGINAL CONTRACT  
\$ 2,344,813 CHANGE ORDERS 1 & 2  
\$ 1,084,000 CREDITS ON 1 & 2  
\$ 1,150,813 NET ADD TO CONTRACT  
\$ 8,650,813  
\$ 128,061 PENDING COR 12-12.3  
\$ 139,790 PENDING COR 13.1 - 13.6  
\$ 231,455 PENDING COR 14.0 - 14.4 / 13.7

Pay \$ 1,765,110

G703 - 1983



SCHEDULE OF VALUES - SITE J MTA STATION	QTY	UNIT	UNIT \$	AMOUNT	COMPLETE	UNIT	AMOUNT	
SAND WALLS @ 4" - 10 move ins (estimated)	70,000	sf	\$15.00	\$ 1,050,000	70000	sf	\$1,050,000	\$ (419,000)
INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	1,424	cys	\$850.00	\$ 1,210,400	638	cys	\$542,300	
SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't	126	cys	\$800.00	\$ 100,800	66.18	cys	\$52,944	
Fixed Frame Scaffolding - set up or Rolling Jumbo	1,550	sf	\$2.00	\$ 3,100	1550	sf	\$3,100	\$ (3,100)
Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	15,100	sf	\$9.00	\$ 135,900	12000	sf	\$108,000	\$ (56,950)
B3 LEVEL - OUTER & INTERIOR WALLS - 2.5't / 3.0't / 1.0't	94	cys	\$715.00	\$ 67,210	24	cys	\$17,160	
Fixed Frame Scaffolding / Rolling Jumbo	1,050	sf	\$2.00	\$ 2,100	1050	sf	\$2,100	\$ (2,100)
Backforming - Hi Rib expanded metal panels	735	sf	\$6,885	\$ 5,060	735	sf	\$5,060	\$ (5,060)
B2 LEVELS (EL 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5't / 2.5't / 3.0't	325	cys	\$600.00	\$ 195,000	325	cys	\$195,000	
Fixed Frame Scaffolding / Rolling Jumbo	4,080	sf	\$2.00	\$ 8,160	4,080	sf	\$8,160	
B1 LEVELS - OUTER & INTERIOR WALLS - 1.5't / 2.0't / 3.0't	2,035	cys	\$600.00	\$ 1,221,000	1452	cys	\$1,006,200	\$ (135,000)
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$2.00	\$ 50,770	25,385	sf	\$50,770	\$ (50,770)
Backforming - Hi Rib expanded metal panels	25,385	sf	\$7.00	\$ 177,695	25,385	sf	\$177,695	\$ (177,695)
SHEAR WALL @ E LINE - 4.0't	1120	cys	\$600.00	\$ 672,000	779.53	cys	\$467,718	
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$2.00	\$ 15,130	7565	sf	\$15,130	\$ (15,130)
Backforming - Hi Rib expanded metal panels	7565	sf	\$7.00	\$ 52,955	7565	sf	\$52,955	\$ (52,955)
SHEAR WALLS (EL 64.6 - 77.5) - 1.0't	174	cys	\$600.00	\$ 104,400	27	cys	\$16,200	
Fixed Frame Scaffolding / Rolling Jumbo	4700	sf	\$2.00	\$ 9,400	4700	sf	\$9,400	\$ (9,400)
CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67't / - 5 move ins	568	cys	\$800.00	\$ 454,400	145	cys	\$116,000	\$ (75,000)
Fixed Frame Scaffolding / Rolling Jumbo	23000	sf	\$2.00	\$ 46,000	23000	sf	\$46,000	\$ (46,000)
CONCRETE WALLS - OUTER WALLS - 5.0t - 6.6t - ALL AREAS PER YCC ESTIMATE	4548	cys	\$400.00	\$ 1,819,200	3436.14	cys	\$1,374,456	
Fixed Frame Scaffolding / Rolling Jumbo	22920	sf	\$2.00	\$ 45,840	22920	sf	\$45,840	\$ (45,840)
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	7,640	sf	\$7.00	\$ 53,480	7640	sf	\$53,480	
BASE CONTRACT ITEMS TOTAL	10,414			\$ 7,500,000	6893		\$5,415,668	\$ (1,094,000)
OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces	1799.5	cy	\$375	\$ 674,813	1799.5	cy		Amendment #1
Pre Sand Walls - See COR 1 - 11.1				\$ 476,000				Amendment #2
Pre Sand Walls - See COR 12	1.0	ls	\$83,437	\$ 83,437	1.0	ls	\$83,437	
COR 12.1 - Gridline 2 / E.2 Lines - Stayforming & Shotcrete flash - Unit Prices - Back of walls	1.0	ls	\$10,600	\$ 10,600	1.0	ls	\$10,600	
COR 12.2 - Incline Invert - Over break (in excess of 85 cys)	5.1	cy	\$375	\$ 1,924	5.1	cy	\$1,924	
COR 12.3 - Incline Invert - Sand Walls - Unit Price per Contract	2140.0	sf	\$15	\$ 32,100	2140.0	sf	\$32,100	
COR 13.1 - 427 SF OF Sand Wall & 44 cys Overbreak	1.0	ls		\$ 20,775			\$20,775	
COR 13.3				\$ 23,840			\$23,840	
COR 13.4				\$ 8,475			\$8,475	
COR 13.5 - Pumped 140 cys / 142 cys = 140 x \$465 = \$65,100				\$ 65,100			\$65,100	
COR 13.6				\$ 6,300			\$6,300	
COR 13.7 - work done in July				\$ 21,600			\$21,600	
COR 14.1 E1 Pit Walls				\$ 68,163			\$68,163	
COR 14.3				\$ 9,223			\$9,223	
COR 14.5				\$ 24,202			\$24,202	
COR 14.7				\$ 4,100			\$4,100	
COR 14.11b				\$ 8,553			\$8,553	
COR 14.11				\$ 5,250			\$5,250	
COR 14.6				\$ 35,582			\$35,582	
COR 14.8				\$ 3,353			\$3,353	
COR 14.9				\$ 1,559			\$1,559	
COR 14.10				\$ 2,055			\$2,055	
COR 14.16				\$ 6,112			\$6,112	
COR 14.12				\$ 9,270			\$9,270	
COR 14.3				\$ 24,512			\$24,512	
COR 14.4				\$ 7,543			\$7,543	
COR 14.15				\$ 378			\$378	

TOTAL COMPLETE TO DATE ALL WORK AND CO'S				\$1,634,818			\$484,006
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**SITE J - SHOTCRETE RECAP OF WORK PERFORMED - COR 14**

PROJECT Site J  
CLIENT Yonkers

SG-9058

Yonkers\_J\_09274

DATE	DAY	DESCRIPTION	COR #	Accel.	Wait	Theo t (Ft)	Act t (Ft)	SF	Theo CY	Act. CY	Over	CY Del.	Remarks	COR #s
7/2/2012	Mon	Structural Walls 4-Line Wedge			45					18.67		110		
		Structural Walls E-Line E4 Encasement								48.38				
		Structural Walls 3-Line Wedge				2,000	2,241	341.00		28.30				
7/3/2012	Tue	B3 Walls				2,500	2,500	256.00	23.70	23.70		90.00		
7/3/2012	Tue	Structural Wall 1-Line				5,000	5,000	58.64	10.86	10.86			COR 13.7	\$21,600
7/3/2012	Tue	B3 Slab - COR 13.7				5,000	5,193	294.00	54.44	56.54				
7/3/2012	Tue	No production on 2nd shift - Empire could not supply										0.00		
7/5/2012	Thu	E1 Pit Walls - COR 14.1										140.00	COR 14.1	\$68,163
7/6/2012	Fri	Structural Shaft Lift 3 West			45	5,000	5,132	254.25	47.08	48.33		53.00		
7/7/2012	Sat	Wiring										60.00		
7/9/2012	Mon	E2 Arch and 5-Line			95							100.00		
7/9/2012	Mon	Structural Wall Shaft Lift 3 South, West, East			55		5,000	590,000		109.26		100.00		
7/10/2012	Tue	Structural Wall Shaft Lift 4 North, West, East			140		5,000	590,000		109.26		110.00		
7/11/2012	Wed	Structural Wall Shaft Lift 4 South, West, East			75		5,083	1105,310		208.08		210.00	COR 14.3	\$9,223
7/12/2012	Thu	Extra work - B3 Slab					5,000	256.00		47.41		98.00	COR 14.4	\$33,060
		Extra work - B3 Slab					5,083	208.00		39.16				
		Structural Wall Shaft Lift 5					5,083	40.00		7.53				
7/13/2012	Fri	E2 Flat Tunnel Walls up to 10 & 2 North			0		2,369	324.00		28.43		68.00		
		E2 Flat Tunnel Walls up to 10 & 2 South					2,651	324.00		31.81				
7/14/2012	Sat	Structural Wall Shaft Lift 5			53	5,000	5,083	525.00	97.22	98.84		107.00	COR 14.5	\$24,202
7/14/2012	Sat	Structural Wall E-Line between 4 & 5			25		4,583	410.00		69.59		73.00		
7/16/2012	Mon	Structural E-Line between 5 & 6 on B2 Level			95	4,000	4,000	396.51	58.74	50.00		50.00		
7/17/2012	Tue	Structural E-Line between 5 & 6 on B2 Level			73		4,333	447.35		71.80		89.00		
		Structural 6-Line at E-Line					5,000	83.33		15.43				
7/18/2012	Wed	1-Line at B3 Level			30	5,000	5,104	365.99	67.78	50.00		60.00		
		Sand Wall 1-Line				0.333	2,167	110.00	1.36	8.83	7.47	110.00	COR 14.7	\$4,100
7/19/2012	Thu	Structural Wall Shaft Lift 6 North			62	6,500	6,583	434.93		94.82				
		Structural B2 Level Wall				3,000	3,000	136.58		15.18		30.00	COR 14.11b	\$8,553
7/20/2012	Fri	Structural Wall E-Line at 4-Line			24					6.73				
		Structural Wall 4-Line at Arch								3.27				
		Structural Wall 3-Line at Arch								6.00				
		B2 Slab								14.00			COR 14.11	\$5,250
7/21/2012	Sat	Structural Wall E-Line Arch on E1 Tunnel Face			20	4,000	4,000	434.00		64.30		64.00	COR 14.6	\$36,582
7/21/2012	Sat	E2 Tunnel Inclined North Wall			24		1,417	1,146.25		60.14		91.00	COR 14.8	\$3,353
7/23/2012	Mon	Structural Wall Shaft Lift 6 West and South			60	5,000	5,330	689.00		136.01		120.00	COR 14.9	\$1,659
7/24/2012	Tue	E2 Tunnel inclined South Wall					1,883	1,081.00		75.40		90.00	COR 14.10	\$2,055
7/25/2012	Wed	Structural Wall E-Line Above E1			90	4,000	4,210	594.75		92.74		110.00	COR 14.16	\$6,112
7/25/2012	Wed	Structural Wall E-Line Above E1				2,000	2,000	76.25		5.65				
7/25/2012	Wed	E2 Tunnel Entrance Overhead			115	1,640	2,038	986.00	59.89	74.44		80.00	OVERBREAK	
7/26/2012	Thu	Structural Wall Shaft Lift 6 North					6,583	125.71		30.65		90.00		
7/26/2012	Thu	Structural Wall Shaft Lift 6 West					5,250	313.08		60.88				
7/26/2012	Thu	Sand Wall 1-Line				0.333	1,285	60.00	0.74	2.85		20.00	COR 14.12	\$9,270
7/26/2012	Thu	Sand Wall B-Line				0.333	2,500	192.00	2.37	17.78	15.41			
7/27/2012	Fri	E1 Tunnel Entrance Wall North			95		2,726	351.50		35.49		75.00		
7/27/2012	Fri	E1 Tunnel Entrance Wall South					2,449	360.75		32.72				
7/28/2012	Sat	Structural Wall 1-Line b/w C & D			20	5,000	5,000	597.44		110.64		110.00	COR 14.13	\$24,512
7/28/2012	Sat	E1 Tunnel Incline South Wall			15		2,405	850.00		75.71		80.00		
7/29/2012	Sun	Installed groundwires for E-Line wall											COR 14.15	\$378
7/30/2012	Mon	Structural Wall E-Line from B1 Level to C.J			60	4,000	4,167	675.00	100.00	104.18		110.00		
7/30/2012	Mon	Structural Wall E-Line from B1 Level to C.J				2,000	2,000	90.00	6.67	2.67				

7/30/2012 Mon Structural Wall 7-Line from B1 Level to CJ  
 7/31/2012 Tue Structural Wall E-Line from CJ to 125.00  
 7/31/2012 Tue Structural Wall E-Line from CJ to 125.00  
 7/31/2012 Tue Structural Wall E-Line from CJ to 125.00  
 7/31/2012 Tue Structural Wall 7-Line from B1 Level to CJ  
 7/31/2012 Tue E1 Tunnel Incline North Wall

Prepared By: Armando Ramos

2.000	2.000	36.00	2.67	2.67			
4.000	4.400	744.25	110.26	117.44	130.00	COR 14.14	57,543
1.917	1.917	65.00	4.61	4.61			
1.167	1.167	39.00	1.69	1.69			
2.000	2.000	52.000	3.85	3.85			
	1.610	1219.187	-	72.70	80.00		
TOTAL		18,329.06	653.94	2,505.39	24.99	2,808.00	\$155,238
Sand Wall		362.00 COR 14.12 Sand Wall @ \$10 / sq ft					
		24.99 COR 13.7-12 Sand Wall Overbreak					

	Category	
1	Sand Walls	29.46
2	Inclined Tunnels @ E1 & E2 – Concrete Walls & Arches	603.09
3	Shaft @ T1 Connector Arched Walls - 1.5't / 3.0't	0.00
4	B3 Level - Outer & Interior Walls - 2.5't / 3.0't / 1.0't	23.70
5	B2 Levels (El. 77.5 - 92.6) – Outer & Interior Walls - 1.5't / 2.5't / 3.0't	15.18
6	B1 Levels – Outer & Interior Walls - 1.5't / 2.0't / 3.0't	6.52
7	Shear Wall @ E Line - 4.0't	639.76
8	Shear Walls (EL. 64.6 - 77.5) - 1.0't	0.00
9	Concrete Walls - Inclined Tunnels, T1 Connector & Shaft - 0.67t / - 5 move ins	0.00
10	Concrete Walls - Outer Walls - 5.0t - 6.5t	1090.58
11	Extra Work (3/30/2012 and after)	297.11
		2705.39

7/2/2012	Mon	Structural Walls 4-Line Wedge	45					18.67	
		Structural Walls E-Line E4 Encasement						48.38	
		Structural Walls 3-Line Wedge		2.000	2.241	341.00		28.30	
7/3/2012	Tue	B3 Walls		2.500	2.500	256.00	23.70	23.70	
7/3/2012	Tue	Structural Wall 1-Line		5.000	5.000	58.64	10.86	10.86	
7/3/2012	Tue	B3 Slab		5.000	5.193	294.00	54.44	56.54	
7/3/2012	Tue	No production on 2nd shift - Empire could not supply							
7/5/2012	Thu	E1 Pit Walls - COR 14.1							
7/6/2012	Fri	Structural Shaft Lift 3 West	45	5.000	5.132	254.25	47.08	48.33	Gabriel
7/7/2012	Sat	Wiring							
7/9/2012	Mon	E2 Arch and 5-Line	95						Jessie
7/9/2012	Mon	Structural Wall Shaft Lift 3 South, West, East	55	5.000	590.000	109.26			Ruben
7/10/2012	Tue	Structural Wall Shaft Lift 4 North, West, East	140	5.000	590.000	109.26			Ruben
7/11/2012	Wed	Structural Wall Shaft Lift 4 South, West, East	75	5.083	1105.310	208.08			RP & JC
7/12/2012	Thu	Extra work - B3 Slab			5.000	256.00		47.41	
		Extra work - B3 Slab			5.083	208.00		39.16	
		Structural Wall Shaft Lift 5			5.083	40.00		7.53	
7/13/2012	Fri	E2 Flat Tunnel Walls up to 10 & 2 North	0		2.369	324.00		28.43	
		E2 Flat Tunnel Walls up to 10 & 2 South			2.651	324.00		31.81	
7/14/2012	Sat	Structural Wall Shaft Lift 5	53	5.000	5.083	525.00	97.22	98.84	Ruben
7/14/2012	Sat	Structural Wall E-Line between 4 & 5	25		4.583	410.00		69.59	Jessie
7/16/2012	Mon	Structural E-Line between 5 & 6 on B2 Level	95	4.000	4.000	396.51	58.74	50.00	Ruben
7/17/2012	Tue	Structural E-Line between 5 & 6 on B2 Level	73		4.333	447.35		71.80	Ruben
		Structural 6-Line at E-Line			5.000	83.33		15.43	Ruben
7/18/2012	Wed	1-Line at B3 Level	30	5.000	5.104	365.99	67.78	50.00	Ruben
		Sand Wall 1-Line		0.333	2.167	110.00	1.36	10.00	Ruben
7/19/2012	Thu	Structural Wall Shaft Lift 6 North	62	6.500	6.583	434.93	94.82		Ruben
		Structural B2 Level Wall		3.000	3.000	136.58	15.18		Ruben
7/20/2012	Fri	Structural Wall E-Line at 4-Line	24					6.73	Ruben
		Structural Wall 4-Line at Arch						3.27	Ruben
		Structural Wall 3-Line at Arch						6.00	Ruben
		Slab						14.00	Ruben
7/21/2012	Sat	Structural Wall E-Line Arch on E1 Tunnel Face	20	4.000	4.000	434.00		64.30	Ruben
7/21/2012	Sat	E2 Tunnel Inclined North Wall	24		1.417	1,146.25		60.14	Ruben
7/23/2012	Mon	Structural Wall Shaft Lift 6 West and South	60	5.000	5.330	689.00		136.01	Ruben
7/24/2012	Tue	E2 Tunnel Inclined South Wall			1.883	1,081.00		75.40	Ruben
7/25/2012	Wed	Structural Wall E-Line Above E1	90	4.000	4.210	594.75		92.74	Ruben
7/25/2012	Wed	Structural Wall E-Line Above E1		2.000	2.000	76.25		5.65	Ruben
7/25/2012	Wed	E2 Tunnel Arch Horizontal Pour #10	115		2.038	986.00		74.44	Ruben
7/26/2012	Thu	Structural Wall Shaft Lift 6 North			6.583	125.71		30.65	Ruben
7/26/2012	Thu	Structural Wall Shaft Lift 6 West			5.250	313.08		60.88	Ruben
7/26/2012	Thu	Sand Wall 1-Line		0.333	1.285	60.00	0.74	2.85	Ruben
7/26/2012	Thu	Sand Wall B-Line		0.333	2.500	192.00	2.37	17.78	Ruben
7/27/2012	Fri	E1 Tunnel Entrance Wall North	95		2.726	351.50	-	35.49	Ruben
7/27/2012	Fri	E1 Tunnel Entrance Wall South			2.449	360.75	-	32.72	Ruben
7/28/2012	Sat	Structural Wall 1-Line b/w C & D	20	5.000	5.000	597.44		110.64	Ruben
7/28/2012	Sat	E1 Tunnel Incline South Wall	15		2.405	850.00	-	75.71	Ruben
7/29/2012	Sun	Installed groundwires for E-Line wall							Ruben
7/30/2012	Mon	Structural Wall E-Line from B1 Level to C.J	60	4.000	4.167	675.00	100.00	104.18	Ruben



7/30/2012	Mon	Structural Wall E-Line from B1 Level to CJ	2.000	2.000	90.00	6.67	2.67	Ruben
7/30/2012	Mon	Structural Wall 7-Line from B1 Level to CJ	2.000	2.000	36.00	2.67	2.67	Ruben
7/30/2012	Mon	Shotcrete						Juan
7/31/2012	Tue	Shotcrete						Juan
7/31/2012	Tue	Shotcrete						Ruben
7/31/2012	Tue	Structural Wall E-Line from CJ to 125.00	4.000	4.400	744.25	110.26	117.44	Ruben
7/31/2012	Tue	Structural Wall E-Line from CJ to 125.00	1.917	1.917	65.00	4.61	4.61	Ruben
7/31/2012	Tue	Structural Wall E-Line from CJ to 125.00	1.167	1.167	39.00	1.69	1.69	Ruben
7/31/2012	Tue	Structural Wall E-Line from CJ to 125.00	2.000	2.000	52.000	3.85	3.85	Ruben
7/31/2012	Tue	Structural Wall 7-Line from B1 Level to CJ						Ruben
7/31/2012	Tue	E1 Tunnel Incline North Wall		1.610	1219.187	-	72.70	Juan

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 13  
INVOICE # 18138  
SG 9058  
PERIOD TO: 6/30/2012

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls &amp; Structural Shotcrete

## CONTRACTOR'S APPLICATION FOR PAYMENT

## CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	
TOTAL	
Approved this month	
Number	Date Approved
Amendment #1	\$ 674,813
Amendment #2	\$ 476,000
COR 12 & 12.2-May	\$ 128,061
COR 13.1 - 13.8	\$ 65,420

## ADDITIONS

## DEDUCTIONS

0.00

0.00

## TOTALS

\$ 1,344,293

1,150,812.50

0.00

Net change by Change Orders

1,150,812.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown hereon are now due.

CONTRACTOR:

*[Signature]* 7/9/12 *[Signature]*

Date:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

## CONTRACT DATE

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$7,500,000.00
2. Net change by Change Orders \$1,150,812.48
3. CONTRACT SUM TO DATE (Line 1 + 2) \$8,650,812.48
4. TOTAL COMPLETED & STORED TO DATE \$5,151,371.48  
(Column G on G703)
5. RETAINAGE:
  - a. 10 % of Completed Work \$515,137.15  
(Column D - E on G703)
  - b. % of Stored Material \$0.00  
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$515,137.15
6. TOTAL EARNED LESS RETAINAGE \$4,636,234.33  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificates)

\$4,081,286.13

8. CURRENT PAYMENT DUE

\$554,938.20

9. BALANCE TO FINISH, PLUS RETAINAGE

\$4,014,579.15

(Line 3 less Line 6)

State of

County of

Subscribed and sworn to before me this

day of

1999

Notary Public

My Commission expires

AMOUNT CERTIFIED

\$554,938.20

(Attach explanation of amount certified others from the amount applied for.)

ARCHITECT

By

Date

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1983

SE13/EE20

## AIA Document G703. APPLICATION AND CERTIFICATE FOR PAYMENT.

containing Contractor's signed Certification is attached

In tabulations below, amounts are stated in the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER: 13  
 APPLICATION DATE: 7/9/2012  
 PERIOD TO: 6/30/2012  
 ARCHITECT'S PROJECT NO: MTA C-26510

INVOICE # 16138

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN O OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>BASE CONTRACT</b>	\$ 1,050,000	1,050,000.00	0.00		1,050,000.00	100.00%	0.00	105,000.00
	SAND WALLS @ 4" - 10 move ins (estimated)	\$ 1,210,400	29,750.00	0.00		29,750.00	2.46%	1,180,650.00	2,975.00
	INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	\$ 100,800	52,944.00	0.00		52,944.00	52.52%	47,856.00	5,294.40
	SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5' / 3.0'	\$ 3,100	3,100.00	0.00		3,100.00	100.00%	0.00	310.00
	Fixed Frame Scaffolding - set up or Rolling Jumbo	\$ 135,900	5,400.00	57,600.00		63,000.00	46.36%	72,900.00	6,300.00
	Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	\$ 67,210	0.00	0.00		0.00	0.00%	67,210.00	0.00
	B3 LEVEL - OUTER & INTERIOR WALLS - 2.5' / 3.0' / 1.0'	\$ 2,100	2,100.00	0.00		2,100.00	100.00%	0.00	210.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 5,060	5,060.48	-0.01		5,060.48	100.00%	0.00	506.05
	Backforming - Hi Rib expanded metal panels	\$ 195,000	195,000.00	0.00		195,000.00	100.00%	0.00	19,500.00
	B2 LEVELS (EL. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5' / 2.5' / 3.0'	\$ 8,160	8,160.00	0.00		8,160.00	100.00%	0.00	816.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 1,221,000	780,600.00	221,400.00		1,002,000.00	82.06%	219,000.00	100,200.00
	B1 LEVELS - OUTER & INTERIOR WALLS - 1.5' / 2.0' / 3.0'	\$ 50,770	50,770.00	0.00		50,770.00	100.00%	0.00	5,077.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 177,695	177,695.00	0.00		177,695.00	100.00%	0.00	17,769.50
	Backforming - Hi Rib expanded metal panels	\$ 672,000	53,460.00	30,258.00		83,718.00	12.46%	588,282.00	8,371.80
	SHEAR WALL @ E LINE - 4.0'	\$ 15,130	15,130.00	0.00		15,130.00	100.00%	0.00	1,513.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 52,955	52,955.00	0.00		52,955.00	100.00%	0.00	5,295.50
	Backforming - Hi Rib expanded metal panels	\$ 104,400	0.00	0.00		0.00	0.00%	104,400.00	0.00
	SHEAR WALLS (EL. 64.6 - 77.5) - 1.0'	\$ 9,400	9,400.00	0.00		9,400.00	100.00%	0.00	940.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 454,400	31,984.00	84,015.00		116,000.00	25.53%	338,400.00	11,600.00
	CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.6' / - 5 move in:	\$ 46,000	46,000.00	0.00		46,000.00	100.00%	0.00	4,600.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 1,819,200	715,132.00	223,324.00		938,456.00	51.59%	880,744.00	93,845.60
	CONCRETE WALLS - OUTER WALLS - 5.0' - 6.5' - ALL AREAS PER YCC ESTIMATE	\$ 45,840	45,840.00	0.00		45,840.00	100.00%	0.00	4,584.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 53,480	53,480.00	0.00		53,480.00	100.00%	0.00	5,348.00
	Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	\$ 674,813	674,813.00	0.00		\$ 674,813	100.00%	0.00	67,481.30
	Amendment #1 O Overbreak	\$ 476,000.00	476,000.00	0.00		\$ 476,000.00	100.00%	0.00	47,600.00
	Amendment #2 - COR's 1-11.1								
		8,650,813	4,534,773.48	616,598.00	0.00	5,151,371.48		3,499,442.00	515,137.15

G703 - 1983

AIA DOCUMENT G703. APPLICATION AND CERTIFICATE FOR PAYMENT. MAY 1963 EDITION. AIA - 1963  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006

**CHANGE ORDER REQUESTS**  
**CONTRACT CREDITS**

\$ 7,500,000 ORIGINAL CONTRACT  
 \$ 2,244,813.00 CHANGE ORDERS 1 & 2  
 \$ 1,094,000 CREDITS ON 1 & 2  
 \$ 1,150,813 NET ADD TO CONTRACT  
 \$ 8,650,813  
 \$ 128,061 PENDING COR 12-12.3  
 \$ 65,420 PENDING COR 13.1 - 13.6

Unpaid \$ 749,999.54

7/9/12

SCHEDULE OF VALUES - SITE J MTA STATION	QTY	UNIT	UNIT \$	AMOUNT	COMPLETE	UNIT	AMOUNT
SAND WALLS @ 4"t - 10 move ins (estimated)	70,000	sf	\$15.00	\$ 1,050,000	70000	sf	\$1,050,000
INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	1,424	cys	\$850.00	\$ 1,210,400	35	cys	\$29,750
SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't	126	cys	\$800.00	\$ 100,800	66.18	cys	\$52,944
Fixed Frame Scaffolding - set up or Rolling Jumbo	1,550	sf	\$2.00	\$ 3,100	1550	sf	\$3,100
Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	15,100	sf	\$9.00	\$ 135,900	7000	sf	\$63,000
B3 LEVEL - OUTER & INTERIOR WALLS - 2.5't / 3.0't / 1.0't	94	cys	\$715.00	\$ 67,210	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	1,050	sf	\$2.00	\$ 2,100	1050	sf	\$2,100
Backforming - Hi Rib expanded metal panels	735	sf	\$6.885	\$ 5,060	735	sf	\$5,060
B2 LEVELS (EL. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5't / 2.5't / 3.0't	325	cys	\$600.00	\$ 195,000	325	cys	\$195,000
Fixed Frame Scaffolding / Rolling Jumbo	4,080	sf	\$2.00	\$ 8,160	4,080	sf	\$8,160
B1 LEVELS - OUTER & INTERIOR WALLS - 1.5't / 2.0't / 3.0't	2,035	cys	\$600.00	\$ 1,221,000	1445	cys	\$1,002,000
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$2.00	\$ 50,770	25,385	sf	\$50,770
Backforming - Hi Rib expanded metal panels	25,385	sf	\$7.00	\$ 177,695	25,385	sf	\$177,695
SHEAR WALL @ E LINE - 4.0't	1120	cys	\$600.00	\$ 672,000	139.53	cys	\$83,718
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$2.00	\$ 15,130	7565	sf	\$15,130
Backforming - Hi Rib expanded metal panels	7565	sf	\$7.00	\$ 52,955	7565	sf	\$52,955
SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't	174	cys	\$600.00	\$ 104,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4700	sf	\$2.00	\$ 9,400	4700	sf	\$9,400
CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67t / - 5 move ins	568	cys	\$800.00	\$ 454,400	145	cys	\$116,000
Fixed Frame Scaffolding / Rolling Jumbo	23000	sf	\$2.00	\$ 46,000	23000	sf	\$46,000
CONCRETE WALLS - OUTER WALLS - 5.0t - 6.5t - ALL AREAS PER YCC ESTIMATE	4548	cys	\$400.00	\$ 1,819,200	2346.14	cys	\$938,456
Fixed Frame Scaffolding / Rolling Jumbo	22920	sf	\$2.00	\$ 45,840	22920	sf	\$45,840
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	7,640	sf	\$7.00	\$ 53,480	7640	sf	\$53,480
BASE CONTRACT ITEMS TOTAL	10,414			\$ 7,500,000	4502		\$4,000,558
OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces	1799.5	cy	\$375	\$ 674,813	1799.5	cy	
Pre Sand Walls - See COR 1 - 11.1				\$ 476,000			
Pre Sand Walls - See COR 12	1.0	ls	\$83,437	\$ 83,437	1.0	ls	\$83,437
COR 12.1 - Gridline 2 / E.2 Lines - Stayforming & Shotcrete flash - Unit Prices - Back of walls	1.0	ls	\$10,600	\$ 10,600	1.0	ls	\$10,600
COR 12.2 - Incline Invert - Over break ( in excess of 85 cys)	5.1	cy	\$375	\$ 1,924	5.1	cy	\$1,924
COR 12.3 - Incline Invert - Sand Walls - Unit Price per Contract	2140.0	sf	\$15	\$ 32,100	2140.0	sf	\$32,100
COR 13.1 - 427 SF OF Sand Wall & 44 cys Overbreak	1.0	ls		\$ 20,775			\$20,775
COR 13.3							\$23,840
COR 13.4							\$8,475
COR 13.5							\$6,030
COR 13.6							\$6,300
TOTAL COMPLETE TO DATE ALL WORK AND CO'S				\$1,278,873			\$193,481

ft 7-9-12

SITE J - SHOTCRETE RECAP OF WORK PERFORMED - COR 13

PROJECT Site J  
CLIENT Yonkers

SG-9058

SITE J - SHOTCRETE RECAP OF WORK PERFORMED - COR 13			PROJECT Site J			CLIENT Yonkers			SG-5030			Sand wall			Sand Wall			E1 & E2			
												Theoretical			Area			Structural (Delivered)		Other	
DATE	DAY	DESCRIPTION	COR #	Accel.	Wait	Theo t (Ft)	Act t (Ft)	SF	Theo CY	Act. CY	Over	CY Del	Remarks	COR #s	Theoretical	Area	Structural	E1 & E2	Other		
						5.000	4.788	518.00	95.93	91.87		94.00					94.00				
6/1/2012	FRI	Shaft Lift 1 West Wall		180	70	0.333	2.833	427.50	5.28	44.86	38.58	50.00	COR 13.1		5.3	427.50					
6/4/2012	MON	E1 Sand Wall in Pit		190	0	0.333	0.583	390.000	4.81	8.43	3.61	50.00	COR 13.3		4.8	390.00					
6/6/2012	WED	Sand Walls in Shaft B3 Level		0	0	0.333	1.833	644.000	7.95	43.73	35.78		COR 13.3		8.0	644.00					
	WED	Sand Walls in E1 Pit			110	2.000	2.038	992.50	73.52	74.90		82.00					82.00		4.00		
6/7/2012	THU	Structural Wall 1-Line at B1 Level					1.479			4.00			COR 13.6				66.00				
	THU	E1 tunnel repairs				90	5.000	5.272	218.00	40.37	64.27	66.00					110.00				
6/12/2012	TUE	Structural Wall 6-Line and E-Line		90		5.000	5.064	532.00	98.52	99.78		110.00					115.00				
6/13/2012	WED	Structural Shaft Lift 2 Northwest		95		5.000	5.034	555.00	102.78	103.48		80.00	COR 13.4				80.00				
6/15/2012	FRI	Structural Shaft Lift 2 Northeast		75		2.000	2.033	925.00	68.52	69.86		110.00					38.41				
6/16/2012	SAT	Structural Wall 1-Line at B1 Level b/t E and D		35		5.000	5.083	204.00	37.78	38.41							22.01				
6/23/2012	SAT	Structural Wall 6-Line and E-Line				2.000	2.022	294.01	21.78	22.01							50.43				
		Structural Wall 5-Line at E-Line				4.000		35.27		50.43							80.34				
		Structural Wall E-Line at 5-Line					5.104	425.00		80.34		90.00					9.17				
6/25/2012	MON	Shaft Lift 2, East and West walls into T1B Arch					2.250	118.00		9.17									140.00		
							5.887	491.88	91.11	103.25		140.00	COR 13.5				70.99				
6/26/2012	TUE	E2 Pit Walls					2.500	546.64	50.61	45.55		70.00									
							5.071	378.00	70.00	70.99		100.00									
6/27/2012	WED	Structural Wall Shaft Lift 3 Northwest								20.00											
6/28/2012	THU	Structural Wall E-Line at 5-Line - Arch Collar								80.00											
		Structural Shaft Lift 3 Northeast																			
TOTAL								7,686.90	768.95	1,125.14	78.97	1,157.00									
Sand Wall								7,686.90	768.95	1,125.14	78.97	1,157.00									
E1 & E2								7,686.90	768.95	1,125.14	78.97	1,157.00									
Other								7,686.90	768.95	1,125.14	78.97	1,157.00									

Prepared By: Armando Ramos

7/9/12



## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 12  
INVOICE # 16103  
SG 9058  
PERIOD TO: 5/31/2012

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls &amp; Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		0.00	0.00
Approved this month			
Number	Date Approved		
Amendment #1	\$ 674,813		
Amendment #2	\$ 476,000		
COR 12 & 12.2- May	\$ 128,061		
TOTALS		0.00	0.00
Net change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shows herein is now due.

CONTRACTOR:

By \_\_\_\_\_ Date: 6/14/12

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM	\$7,500,000.00
2. Net change by Change Orders	\$1,150,813.48
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,650,813.48
4. TOTAL COMPLETED & STORED TO DATE	\$4,534,773.48
(COLUMN G on G703)	
5. RETAINAGE:	
a 10 % of Completed Work	\$453,477.35
(Column D + E on G703)	
b % of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$453,477.35
6. TOTAL EARNED LESS RETAINAGE	\$4,081,296.13
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	

PAYMENT (Line 8 from prior Certificates)	\$3,760,840.53
8. CURRENT PAYMENT DUE	\$320,455.60
9. BALANCE TO FINISH, PLUS RETAINAGE	\$4,569,517.35
(Line 3 less Line 6)	

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 1999  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

AMOUNT CERTIFIED: \$320,455.60  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for firm items may apply

APPLICATION NUMBER: 11 INVOICE # 16103  
 APPLICATION DATE: 5/11/2012 #REF!  
 PERIOD TO: 4/30/2012  
 ARCHITECT'S PROJECT NO: MTA C-26510

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>BASE CONTRACT</b>								
	SAND WALLS @ 4" - 10 move ins (estimated)	\$ 1,050,000	630,051.45	419,948.55		1,050,000.00	100.00%	0.00	105,000.00
	INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	\$ 1,210,400	29,750.00	0.00		29,750.00	2.46%	1,180,650.00	2,975.00
	SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5' / 3.0'	\$ 100,800		52,944.00		52,944.00	52.52%	47,856.00	5,294.40
	Fixed Frame Scaffolding - set up or Rolling Jumbo	\$ 3,100		3,100.00		3,100.00	100.00%	0.00	310.00
	Backforming - HI Rib expanded metal panels @ E1 / E2 / T1 Arches only	\$ 135,900		5,400.00		5,400.00	3.97%	130,500.00	540.00
	B3 LEVEL - OUTER & INTERIOR WALLS - 2.5' / 3.0' / 1.0'	\$ 67,210		0.00		0.00	0.00%	67,210.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 2,100		2,100.00		2,100.00	100.00%	0.00	210.00
	Backforming - HI Rib expanded metal panels	\$ 5,060		5,060.48		5,060.48	100.00%	0.00	506.05
	B2 LEVELS (EL. 77.5 - 92.5) - OUTER & INTERIOR WALLS - 1.5' / 2.5' / 3.0'	\$ 195,000	183,600.00	11,400.00		195,000.00	100.00%	0.00	19,500.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 8,160		8,160.00		8,160.00	100.00%	0.00	816.00
	B1 LEVELS - OUTER & INTERIOR WALLS - 1.5' / 2.0' / 3.0'	\$ 1,221,000	375,600.00	405,000.00		780,600.00	63.93%	440,400.00	78,060.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 50,770		50,770.00		50,770.00	100.00%	0.00	5,077.00
	Backforming - HI Rib expanded metal panels	\$ 177,695		177,695.00		177,695.00	100.00%	0.00	17,769.50
	SHEAR WALL @ E LINE - 4.0'	\$ 672,000		53,460.00		53,460.00	7.96%	618,540.00	5,346.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 15,130		15,130.00		15,130.00	100.00%	0.00	1,513.00
	Backforming - HI Rib expanded metal panels	\$ 52,955		52,955.00		52,955.00	100.00%	0.00	5,295.50
	SHEAR WALLS (EL. 64.6 - 77.5) - 1.0'	\$ 104,400		0.00		0.00	0.00%	104,400.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 9,400		9,400.00		9,400.00	100.00%	0.00	940.00
	CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67' / - 5 move ins	\$ 454,400		31,984.00		31,984.00	7.04%	422,416.00	3,198.40
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 46,000		46,000.00		46,000.00	100.00%	0.00	4,600.00
	CONCRETE WALLS - OUTER WALLS - 5.0' - 6.5' - ALL AREAS PER YCC ESTIMATE	\$ 1,819,200	801,200.00	113,932.00		715,132.00	39.31%	1,104,068.00	71,513.20
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 45,840		45,840.00		45,840.00	100.00%	0.00	4,584.00
	Backforming - HI Rib @ outside face tied to steel @ wall bases to pour & shoot above	\$ 53,480	10,500.00	42,980.00		53,480.00	100.00%	0.00	5,348.00
	Amendment #1 O Overbreak	\$ 674,813	1673198	-998,395.00		\$ 674,813	100.00%	0.00	67,481.30
	Amendment #2 - COR's 1-11.1	\$ 476,000.00	674812.5	-198,812.50		\$ 476,000.00	100.00%	0.00	47,600.00
		8,650,813	4,178,711.95	356,061.53	0.00	4,534,773.48		4,116,040.00	453,477.35

G703 - 1983

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA 111-1000  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005

**CHANGE ORDER REQUESTS**  
**CONTRACT CREDITS**

\$ 7,500,000 ORIGINAL CONTRACT  
 \$ 2,244,813.00 CHANGE ORDERS 1 & 2  
 \$ 1,094,000 CREDITS ON 1 & 2  
 \$ 1,150,813 NET ADD TO CONTRACT  
 \$ 8,650,813  
 \$ 128,061 PENDING COR 12-12.3

1,150,813  
 + 253,917.49

Comp TD = \$4,534,773.48  
 Paid TD = \$3,784,773.94  
 Owe = \$749,999.54

Add on balanced through July + on

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 11  
INVOICE # 16074  
SG 9058  
PERIOD TO: 4/30/2012

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls &amp; Structural Shotcrete

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0.00	0.00
Approved this month:			
Number	Date Approved		
Overbreak to date	\$ 674,813		
COR 1 - June	\$ 106,849		
COR 2 - July	\$ 54,405		
COR 3 - August	\$ 37,646		
COR 4 - September	\$ 79,811		
COR 5 - October	\$ 106,720		
COR 6 - November	\$ 96,430		
COR 7 - December	\$ 67,473		
COR 8 - January	\$ 149,206		
COR 9 - February	\$ 370,557		
COR 10 & 10.1 - March	\$ 442,537		
COR 11 & 11.1 - April	\$ 161,557		
TOTALS	\$ 2,348,011	0.00	0.00
Not change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM	\$7,500,000.00
2. Net change by Change Orders	\$1,380,589.77
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,880,589.77
4. TOTAL COMPLETED & STORED TO DATE	\$4,178,711.70
(COLUMN G on G703)	
5. RETAINAGE:	
a. 10 % of Completed Work	\$417,871.17
(Column D + E on G703)	
b. % of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$417,871.17
6. TOTAL EARNED LESS RETAINAGE	\$3,760,840.53
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	

PAYMEN (Line 6 from prior Certificates)	\$3,414,425.14
8. CURRENT PAYMENT DUE	\$346,415.39
9. BALANCE TO FINISH, PLUS RETAINAGE	\$5,119,749.24
(Line 3 less Line 8)	

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999

Notary Public:

My Commission expires: \_\_\_\_\_

AMOUNT CERTIFIED: \$346,415.39  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT.

Containing Contractor's signed Certificate is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where retainage for line items may apply.

APPLICATION NUMBER: 11  
 APPLICATION DATE: 5/11/2012  
 PERIOD TO: 4/30/2012  
 ARCHITECT'S PROJECT NO: MTA C-26510

INVOICE # 16074  
 #REF!

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>BASE CONTRACT</b>								
	SAND WALLS @ 4" - 10 move lns (estimated)	\$ 1,050,000	625,401.45	4,650.00		630,051.45	60.00%	419,948.55	63,005.15
	INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	\$ 1,210,400		29,750.00		29,750.00	2.46%	1,180,650.00	2,975.00
	SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.51 / 3.01	\$ 100,800		0.00		0.00	0.00%	100,800.00	0.00
	Fixed Frame Scaffolding - set up or Rolling Jumbo	\$ (3,100)		0.00		0.00	0.00%	-3,100.00	0.00
	Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	\$ 135,900		0.00		0.00	0.00%	135,900.00	0.00
	B3 LEVEL - OUTER & INTERIOR WALLS - 2.51 / 3.01 / 1.01	\$ 67,210		0.00		0.00	0.00%	67,210.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (2,100)		0.00		0.00	0.00%	-2,100.00	0.00
	Backforming - Hi Rib expanded metal panels	\$ (5,060)		0.00		0.00	0.00%	-5,060.48	0.00
	B2 LEVELS (EL. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.51 / 2.51 / 3.01	\$ 195,000	147,600.00	36,000.00		183,600.00	94.15%	11,400.00	18,360.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (8,160)		0.00		0.00	0.00%	-8,160.00	0.00
	B1 LEVELS - OUTER & INTERIOR WALLS - 1.51 / 2.01 / 3.01	\$ 1,086,000	375,600.00	0.00		375,600.00	34.59%	710,400.00	37,560.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (50,770)		0.00		0.00	0.00%	-50,770.00	0.00
	Backforming - Hi Rib expanded metal panels	\$ (177,695)		0.00		0.00	0.00%	-177,695.00	0.00
	SHEAR WALL @ E LINE - 4.01	\$ 672,000		0.00		0.00	0.00%	672,000.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (15,130)		0.00		0.00	0.00%	-15,130.00	0.00
	Backforming - Hi Rib expanded metal panels	\$ (52,955)		0.00		0.00	0.00%	-52,955.00	0.00
	SHEAR WALLS (EL. 64.6 - 77.5) - 1.01	\$ 104,400		0.00		0.00	0.00%	104,400.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (9,400)		0.00		0.00	0.00%	-9,400.00	0.00
	CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.671 / - 5 move l	\$ 454,400		0.00		0.00	0.00%	454,400.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (45,000)		0.00		0.00	0.00%	-45,000.00	0.00
	CONCRETE WALLS - OUTER WALLS - 5.01 - 6.51 - ALL AREAS PER YCC ESTIMATE	\$ 1,819,200	508,000.00	93,200.00		601,200.00	33.05%	1,218,000.00	60,120.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (45,840)		0.00		0.00	0.00%	-45,840.00	0.00
	Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	\$ 53,480	10,500.00	0.00		10,500.00	19.63%	42,980.00	1,050.00
	COR 1-11.1	\$ 1,673,198	151,864.76	154,555.99		\$ 1,673,198	100.00%	0.00	167,319.77
	Overbreak thru 3/31/12	\$ 674,812.50	608,062.5	66,750.00		\$ 674,812.50	100.00%	0.00	67,481.25
		8,880,590	3,793,805.71	384,905.99	0.00	4,178,711.70		4,701,878.08	417,871.17

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1982 EDITION - AIA 1991 EDITION  
 190 AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703 - 1983

**CHANGE ORDER REQUESTS**  
**CONTRACT CREDITS**

\$2,348,010.25  
 \$ (971,159)  
 \$ 1,376,851

SCHEDULE OF VALUES - SITE J MTA STATION	QTY	UNIT	UNIT \$	AMOUNT	COMPLETE	UNIT	AMOUNT
SAND WALLS @ 4"t - 10 move ins (estimated)	70,000	sf	\$15.00	\$ 1,050,000	42003.43	sf	\$630,051
INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	1,424	cys	\$850.00	\$ 1,210,400	35	cys	\$29,750
SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't	126	cys	\$800.00	\$ 100,800	0	cys	\$0
Fixed Frame Scaffolding - set up or Rolling Jumbo	1,550	sf	\$2.00	\$ 3,100	0	sf	\$0
Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	15,100	sf	\$9.00	\$ 135,900	0	sf	\$0
B3 LEVEL - OUTER & INTERIOR WALLS - 2.5't / 3.0't / 1.0't	94	cys	\$715.00	\$ 67,210	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	1,050	sf	\$2.00	\$ 2,100	0	sf	\$0
Backforming - Hi Rib expanded metal panels	735	sf	\$6.885	\$ 5,060	0	sf	\$0
B2 LEVELS (EL. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5't / 2.5't / 3.0't	325	cys	\$600.00	\$ 195,000	306	cys	\$183,600
Fixed Frame Scaffolding / Rolling Jumbo	4,080	sf	\$2.00	\$ 8,160	0	sf	\$0
B1 LEVELS - OUTER & INTERIOR WALLS - 1.5't / 2.0't / 3.0't	2,035	cys	\$600.00	\$ 1,221,000	851	cys	\$375,600
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$2.00	\$ 50,770	0	sf	\$0
Backforming - Hi Rib expanded metal panels	25,385	sf	\$7.00	\$ 177,695	0	sf	\$0
SHEAR WALL @ E LINE - 4.0't	1120	cys	\$600.00	\$ 672,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$2.00	\$ 15,130	0	sf	\$0
Backforming - Hi Rib expanded metal panels	7565	sf	\$7.00	\$ 52,955	0	sf	\$0
SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't	174	cys	\$600.00	\$ 104,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4700	sf	\$2.00	\$ 9,400	0	sf	\$0
CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67t / - 5 move ins	568	cys	\$800.00	\$ 454,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	23000	sf	\$2.00	\$ 46,000	0	sf	\$0
CONCRETE WALLS - OUTER WALLS - 5.0t - 6.5t - ALL AREAS PER YCC ESTIMATE	4548	cys	\$400.00	\$ 1,819,200	1503	cys	\$601,200
Fixed Frame Scaffolding / Rolling Jumbo	22920	sf	\$2.00	\$ 45,840	0	sf	\$0
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	7,640	sf	\$7.00	\$ 53,480	1500	sf	\$10,500
BASE CONTRACT ITEMS TOTAL	10,927			\$ 7,500,000	3208		\$1,830,701
OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces	1799.5	cy	\$375	\$ 674,813	1799.5	cy	\$674,813
Pre Sand Walls - See COR 1	19.8	cy		\$ 106,849	19.8	cy	\$106,849
Pre Sand Walls - See COR 2	11.9	cy		\$ 54,405	11.9	cy	\$54,405
Pre Sand Walls - See COR 3	78.1	cy		\$ 37,646	78.1	cy	\$37,646
Pre Sand Walls - See COR 4	167.0	cy		\$ 79,811	167.0	cy	\$79,810
Pre Sand Walls - See COR 5	198.7	cy		\$ 106,720	198.7	cy	\$106,720
Pre Sand Walls - See COR 6	364.7	cy		\$ 96,438	364.7	cy	\$96,438
Pre Sand Walls - See COR 7	301.8	cy		\$ 67,473	301.8	cy	\$67,473
Pre Sand Walls - See COR 8	57.4	cy		\$ 149,206	57.4	cy	\$149,206
Pre Sand Walls - See COR 9	79.6	cy		\$ 370,557	79.6	cy	\$370,557
Pre Sand Walls - See COR 10	341.8	cy		\$ 378,287	341.8	cy	\$378,287
Incline Invert - COR 10.1	115.0	cy	\$475	\$ 54,625	115.0	cy	\$54,625
Incline Invert - COR 10.1 - Over break ( in excess of 85 cys)	35.0	cy	\$275	\$ 9,625	35.0	cy	\$9,625
Pre Sand Walls - See COR 11	89.0	cy		\$ 111,557	89.0	cy	\$111,557
Incline Invert - COR 11.1	85	cy	\$475	\$ 40,375	85.0	cy	\$40,375
Incline Invert - COR 11.1 - Over break ( in excess of 85 cys)	35.0	cy	\$275	\$ 9,625	35.0	cy	\$9,625
TOTAL COMPLETE TO DATE ALL WORK AND CO'S				\$ 2,348,011	6988	cys	\$2,348,010



## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

## TO (OWNER):

Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

## PROJECT:

MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 10

INVOICE # 15038

SG 9058

SG 9058

PERIOD TO: 3/31/2012

Distribution to:

☒ OWNER☐ ARCHITECT☐ CONTRACTOR☐☐

## FROM (CONTRACTOR):

Superior Granite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

## VIA (ARCHITECT):

ARCHITECT'S

PROJECT NO:

MTA C-26510

CONTRACT FOR: Sandwalls &amp; Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		0.00	0.00
Approved this month			
Number	Date Approved		
Overbreak to date			
COR 1 - June			
COR 2 - July			
COR 3 - August			
COR 4 - September			
COR 5 - October			
COR 6 - November			
COR 7 - December			
COR 8 - January			
COR 9 - February			
COR 10 - March			
TOTALS	\$2,126,704	0.00	0.00
Net change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM	\$8,659,283.78
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,659,283.78
4. TOTAL COMPLETED & STORED TO DATE	\$3,793,805.71
(COLUMN G on G703)	
5. RETAINAGE:	
a 10 % of Completed Work	\$379,380.57
(Column D + E on G703)	
b % of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$379,380.57
6. TOTAL EARNED LESS RETAINAGE	\$3,414,425.14
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	

PAYMENT (Line 6 from prior Certificate)	\$2,851,983.52
8. CURRENT PAYMENT DUE	\$562,461.62
9. BALANCE TO FINISH, PLUS RETAINAGE	\$5,244,858.65
(Line 3 less Line 5)	

State of:

County of:

Subscribed and sworn to before me this

day of

1999

Notary Public:

My Commission expires:

AMOUNT CERTIFIED \$562,461.62

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where retainage for this item may apply.

APPLICATION NUMBER: 10 INVOICE # 16038  
APPLICATION DATE: 3/29/2012 SG 9058  
PERIOD TO: 3/31/2012  
ARCHITECT'S PROJECT NO: MTA C-26510

Contract 1 on Contracts with various change orders and retainage report									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>BASE CONTRACT</b>								
	SAND WALLS @ 4'-10 move ins (estimated)	\$ 1,050,000	445,431.45	179,970.00		625,401.45	59.55%	424,598.55	62,540.15
	INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	\$ 1,210,400		0.00		0.00	0.00%	1,210,400.00	0.00
	SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.51 / 3.01	\$ 100,800		0.00		0.00	0.00%	100,800.00	0.00
	Fixed Frame Scaffolding - set up or Rolling Jumbo	\$ (3,100)		0.00		0.00	0.00%	-3,100.00	0.00
	Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	\$ 135,900		0.00		0.00	0.00%	135,900.00	0.00
	B3 LEVEL - OUTER & INTERIOR WALLS - 2.51 / 3.01 / 1.01	\$ 67,210		0.00		0.00	0.00%	67,210.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (2,100)		0.00		0.00	0.00%	-2,100.00	0.00
	Backforming - Hi Rib expanded metal panels	\$ (5,060)		0.00		0.00	0.00%	-5,060.48	0.00
	B2 LEVELS (EL. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.51 / 2.51 / 3.01	\$ 195,000		147,600.00		147,600.00	75.69%	47,400.00	14,760.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (8,160)		0.00		0.00	0.00%	-8,160.00	0.00
	B1 LEVELS - OUTER & INTERIOR WALLS - 1.51 / 2.01 / 3.01	\$ 1,086,000	924,000.00	548,400.00		375,600.00	34.59%	710,400.00	37,560.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (50,770)		0.00		0.00	0.00%	-50,770.00	0.00
	Backforming - Hi Rib expanded metal panels	\$ (177,695)		0.00		0.00	0.00%	-177,695.00	0.00
	SHEAR WALL @ E LINE - 4.01	\$ 672,000		0.00		0.00	0.00%	672,000.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (15,130)		0.00		0.00	0.00%	-15,130.00	0.00
	Backforming - Hi Rib expanded metal panels	\$ (52,955)		0.00		0.00	0.00%	-52,955.00	0.00
	SHEAR WALLS (EL. 64.6 - 77.5) - 1.01	\$ 104,400		0.00		0.00	0.00%	104,400.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (9,400)		0.00		0.00	0.00%	-9,400.00	0.00
	CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.671 / - 5 move	\$ 454,400		0.00		0.00	0.00%	454,400.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (46,000)		0.00		0.00	0.00%	-46,000.00	0.00
	CONCRETE WALLS - OUTER WALLS - 5.01 - 5.51 - ALL AREAS PER YCC ESTIMATE	\$ 1,819,200	240,000.00	288,000.00		508,000.00	27.92%	1,311,200.00	50,800.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ (45,840)		0.00		0.00	0.00%	-45,840.00	0.00
	Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	\$ 53,480	10,500.00	0.00		10,500.00	19.63%	42,980.00	1,050.00
	COR 1-9	\$ 1,518,642	1069104.27	449,537.49		\$ 1,518,642	100.00%	0.00	151,864.18
	Overbreak thru 3/31/12	\$ 608,062.50	479812.5	128,250.00		\$ 608,062.50	100.00%	0.00	60,806.25

$\$$   
 $= 47,170$   
 $+ CO5-7$   
 $106,720$   
 $96,438$   
 $67,473$

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 9  
INVOICE # 18008 SG 9058  
SG 9058  
PERIOD TO: 2/29/2012

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls & Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

### CHANGE ORDER SUMMARY

Change Orders approved in  
previous months by Owner

TOTAL

ADDITIONS

0.00

DEDUCTIONS

0.00

Approved this month

Number Date Approved

Overbreak to date \$ 479,813  
COR 1 - June \$ 108,849  
COR 2 - July \$ 54,405  
COR 3 - August \$ 37,848  
COR 4 - September \$ 79,811  
COR 5 - October \$ 108,720  
COR 6 - November \$ 96,438  
COR 7 - December \$ 87,473  
COR 8 - January \$ 149,208  
COR 9 - February \$ 370,557

TOTALS

\$ 1,548,917

0.00

0.00

Net change by Change Orders

0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

3/12/12

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Pay \$ 387,536

1. ORIGINAL CONTRACT SUM \$8,081,488.43
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$8,081,488.43
4. TOTAL COMPLETED & STORED TO DATE \$3,168,848.84  
(COLUMN G on G703)
5. RETAINAGE  
a 10 % of Completed Work \$316,884.84  
(Column G + E on G703)  
b % of Stored Material \$0.00  
(Column F on G703)  
Total Retainage (Line 5a + 5b or  
Total in Column I of G703) \$316,884.84
6. TOTAL EARNED LESS RETAINAGE \$2,851,963.92  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificates) \$1,359,995.81

8. CURRENT PAYMENT DUE \$1,491,967.71

9. BALANCE TO FINISH, PLUS RETAINAGE \$5,228,532.91  
(Line 3 less Line 8)

State of:

County of:

Subscribed and sworn to before me this

day of

1999

Notary Public:

My Commission expires

AMOUNT CERTIFIED \$1,491,967.71

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION NUMBER: 9  
APPLICATION DATE: 3/10/2012  
PERIOD TO: 2/29/2012  
ARCHITECT'S PROJECT NO: MTA C-26510

INVOICE # 16006  
SG 9058

Use Column 1 on Contracts when variable retentions for line items may apply.

G703 - 1983



SCHEDULE OF VALUES - SITE J MTA STATION	QTY	UNIT	UNIT \$	AMOUNT	COMPLETE	UNIT	AMOUNT
	70,000	sf	\$15.00	\$ 1,050,000	29695.43	sf	\$445,431
SAND WALLS @ 4"t - 10 move ins (estimated)	1,424	cys	\$850.00	\$ 1,210,400	0	cys	\$0
INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	126	cys	\$800.00	\$ 100,800	0	cys	\$0
SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't	1,550	sf	\$2.00	\$ 3,100	0	sf	\$0
Fixed Frame Scaffolding - set up or Rolling Jumbo	15,100	sf	\$9.00	\$ 135,900	0	sf	\$0
Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	94	cys	\$715.00	\$ 67,210	0	cys	\$0
B3 LEVEL - OUTER & INTERIOR WALLS - 2.5't / 3.0't / 1.0't	1,050	sf	\$2.00	\$ 2,100	0	sf	\$0
Fixed Frame Scaffolding / Rolling Jumbo	735	sf	\$6.885	\$ 5,060	0	sf	\$0
Backforming - Hi Rib expanded metal panels	325	cys	\$600.00	\$ 195,000	0	cys	\$0
B2 LEVELS (EL. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5't / 2.5't / 3.0't	4,080	sf	\$2.00	\$ 8,160	0	sf	\$0
Fixed Frame Scaffolding / Rolling Jumbo	2,035	cys	\$600.00	\$ 1,221,000	1765	cys	\$924,000
B1 LEVELS - OUTER & INTERIOR WALLS - 1.5't / 2.0't / 3.0't	25,385	sf	\$2.00	\$ 50,770	0	sf	\$0
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$7.00	\$ 177,695	0	sf	\$0
Backforming - Hi Rib expanded metal panels	1120	cys	\$600.00	\$ 672,000	0	cys	\$0
SHEAR WALL @ E LINE - 4.0't	7565	sf	\$2.00	\$ 15,130	0	sf	\$0
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$7.00	\$ 52,955	0	sf	\$0
Backforming - Hi Rib expanded metal panels	174	cys	\$600.00	\$ 104,400	0	cys	\$0
SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't	4700	sf	\$2.00	\$ 9,400	0	sf	\$0
Fixed Frame Scaffolding / Rolling Jumbo	568	cys	\$800.00	\$ 454,400	0	cys	\$0
CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67t / - 5 move ins	23000	sf	\$2.00	\$ 46,000	0	sf	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4548	cys	\$400.00	\$ 1,819,200	600	cys	\$240,000
CONCRETE WALLS - OUTER WALLS - 5.0t - 6.5t - ALL AREAS PER YCC ESTIMATE	22920	sf	\$2.00	\$ 45,840	0	sf	\$0
Fixed Frame Scaffolding / Rolling Jumbo	7,640	sf	\$7.00	\$ 53,480	1500	sf	\$10,500
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above				\$ 7,500,000			\$1,619,931
BASE CONTRACT ITEMS TOTAL							
OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces		cy	\$375	\$ 479,813	1279.5	cy	\$479,813
Pre Sand Walls - See COR 1				\$ 106,849	1	ea	\$106,849
Pre Sand Walls - See COR 2				\$ 54,405	1	ea	\$54,405
Pre Sand Walls - See COR 3				\$ 37,646	1	ea	\$37,646
Pre Sand Walls - See COR 4				\$ 79,811	1	ea	\$79,810
Pre Sand Walls - See COR 5				\$ 106,720	1	ea	\$106,720
Pre Sand Walls - See COR 6				\$ 96,438	1	ea	\$96,438
Pre Sand Walls - See COR 7				\$ 67,473	1	ea	\$67,473
Pre Sand Walls - See COR 8				\$ 149,206	1	ea	\$149,206
Pre Sand Walls - See COR 9				\$ 370,557	1	ea	\$370,557
TOTAL COMPLETE TO DATE ALL WORK AND CO'S				\$ 1,548,917			\$1,548,916

## SITE J - SHOTCRETE RECAP OF WORK PERFORMED - COR 9

PROJECT Site J  
CLIENT Yonkers

SG- 9658

date	DAY	DESCRIPTION	EWY	Accel.	Wait	Theo t(Ft)	Act t(Ft)	SF	Theo CY	Act CY	Over	MOVE-IN	Foreman	CY Del.	Remarks	EWY's
2/1/2012	Wed	Arch in E-1 Tunnel out to grade	12092	275	0	0.00	0.00	-	-	-	-	-	Ruben	50.00		\$22,079
2/2/2012	Thu	E-1 Tunnel arch out to grade	13518	190	0	0.00	0.00	-	-	-	-	-	Ruben	40.00		\$19,389
2/3/2012	Fri	E-1 Tunnel arch out to grade	13519	190	25	0.00	0.00	-	-	-	-	-	Ruben	20.00		\$13,331
2/4/2012	Sat	Sand Wall - 5 Line, rock cut c9	13516	100	5	0.33	1.11	962.00	11.86	39.43	27.57	-	Ruben	40.00	Saturday Premium Time	\$20,167
2/4/2012	Sat	B Line rock cut c2 contract		110		0.33	0.41	1,581.72	19.51			-	Angel	50.00		
		Finish (overrun)				1.84	1.84	379.75	25.88			-				
2/6/2012	Mon	Sand Wall - B Line cut c2	n/a	120	0	0.33	1.13	1,580.25	19.31	65.84	46.53	-	Angel	60.00		
2/7/2012	Tue	Shaft Botlm section of rock cut c2 out to grade	n/a	70	0	2.83	2.83	286.00	29.98	29.98		-	Angel	30.00		
2/8/2012	Wed	E2 Tunnel	13520	40	0	0.00	0.00	-	-	-	-	-	Angel	20.00	Lost 1 load to due to eqpt. not in the way	\$12,753
2/9/2012	Thu	E2 Tunnel out to grade	13521	130	0	0.00	0.00	-	-	-	-	-	Angel	50.00		\$23,416
2/9/2012	Thu	Sand Wall - 6 Line b/w E & F				0.33	2.20	213.00	2.60	17.38		-	Gabriel	20.00		
2/10/2012	Fri	E2 Tunnel & 6 Line sand wall out to grade	12104	260	0	0.00	0.00	-	-	-	-	-	Ruben	90.00		\$23,167
2/13/2012	Mon	E1 & E2 tunnel bring out to grade	13522	210	0	0.00	0.00	-	-	-	-	-	Gabriel	60.00		\$28,692
2/14/2012	Tue	E1 & E2 tunnel bring out to grade	12087	190	35	0.00	0.00	-	-	-	-	-	Ruben	50.00		\$28,211
2/15/2012	Wed		n/a	0		0.00	0.00	-	-	-	-	-				
2/16/2012	Thu	Structural Wall - 1 Line b/w I & F (bottom)	n/a	0	20	5.00	5.00	524.04	97.04	98.73	1.68	-	Ruben	105.00		
2/17/2012	Fri	Structural Wall - 1 Line b/w I & F (top)	n/a	0	18	5.00	5.10	341.36	63.21	64.45	1.23	-	Ruben	70.00		
2/18/2012	Sat	E2 Tunnel - Front, back & slope	13523	200	24	0.00	0.00	-	-	-	-	-	Jessie	80.00	Two crews	\$44,152
2/20/2012	Mon	E2 Tunnel - Wires & Equipment set up	NO TICKET					-	-	-	-	-	Ruben	0.00	Issue an EWT for this date	\$9,800
2/21/2012	Tue	E2 Tunnel - Bring arch out to grade	12088	100	20	0.00	0.00	-	-	-	-	-	Angel	40.00		\$18,127
2/22/2012	Wed	E1 Tunnel - Overhead	12086	80	20	0.00	0.00	-	-	-	-	-	Angel	20.00		\$14,083
2/23/2012	Thu	E2 Tunnel - Bring arch out to grade	12089	260	45	0.00	0.00	-	-	-	-	-	Angel	40.00		\$22,661
2/24/2012	Fri	E2 Tunnel - Set up & shotcrete	12100	150	20	0.00	0.00	-	-	-	-	-	Ruben	30.00		\$19,409
2/25/2012	Sat	Structural Wall - 1 Line b/w I & J (B2)	12099	0	10	2.00	2.09	810.00	60.00	62.63	2.63	-	Jessie	65.00	Saturday Premium Time	\$15,662
2/27/2012	Mon	E2 Tunnel - Bring tunnel out to grade	12098	205	0	0.00	0.00	-	-	-	-	-	Ruben	60.00		\$23,265
2/29/2012	Wed	E2 Tunnel & C2 Shaft - Wires & Shotcrete	12097	220	25	0.00	0.00	-	-	-	-	-	Ruben	40.00		\$15,133
								TOTAL	6,678.12	329.41	378.43	74.53				
								Sand Wall	2,755.25				1,130.00	320.00	Structure Walls	\$370,557

Prepared By: Nur Kasdi

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
963 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 8  
INVOICE # 15975 SG 9058  
SG 9058  
PERIOD TO: 1/31/2012

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls &amp; Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

## CHANGE ORDER SUMMARY

Change Orders approved in  
previous months by Owner

TOTAL

ADDITIONS

0.00

DEDUCTIONS

0.00

Approved this month

Number Date Approved

Overbreak to date	\$ 448,951
COR 1 - June	\$ 106,849
COR 2 - July	\$ 54,405
COR 3 - August	\$ 43,285
COR 4 - September	\$ 79,811
COR 5 - October	\$ 106,720
COR 6 - November	\$ 96,438
COR 7 - December	\$ 87,473
COR 8 - January	\$ 149,206

TOTALS

\$ 1,154,138

0.00

0.00

Net change by Change Orders

0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

2/10/12

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$7,500,000.48
2. Net change by Change Orders .....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$7,500,000.48
4. TOTAL COMPLETED & STORED TO DATE .....	\$1,511,110.65
(COLUMN G on G703)	
5. RETAINAGE:	
a 10 % of Completed Work .....	\$151,110.65
(Column D + E on G703)	
b % of Stored Material .....	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703) .....	\$151,110.65
6. TOTAL EARNED LESS RETAINAGE .....	\$1,359,995.81
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 8 from prior Certificates) .....	\$904,582.31
8. CURRENT PAYMENT DUE .....	\$455,413.50
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$8,140,004.87
(Line 3 less Line 6)	

State of:

County of:

Subscribed and sworn to before me this

day of

1999

Notary Public:

My Commission expires:

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied for)

\$455,413.50

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





<b>SCHEDULE OF VALUES - SITE J MTA STATION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT \$</b>	<b>AMOUNT</b>	<b>COMPLETE</b>	<b>UNIT</b>	<b>AMOUNT</b>
<b>SAND WALLS @ 4"t - 10 move ins (estimated)</b>	70,000	sf	\$15.00	\$ 1,050,000	26940.43	sf	\$404,106
<b>INCLINED TUNNELS @ E1 &amp; E2 - CONCRETE WALLS &amp; ARCHES</b>	1,424	cys	\$850.00	\$ 1,210,400	0	cys	\$0
<b>SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't</b>	126	cys	\$800.00	\$ 100,800	0	cys	\$0
Fixed Frame Scaffolding - set up or Rolling Jumbo	1,550	sf	\$2.00	\$ 3,100	0	sf	\$0
Backforming - Hi Rib expaned metal panels @ E1 / E2 / T1 Arches only	15,100	sf	\$9.00	\$ 135,900	0	sf	\$0
<b>B3 LEVEL - OUTER &amp; INTERIOR WALLS - 2.5't / 3.0't / 1.0't</b>	94	cys	\$715.00	\$ 67,210	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	1,050	sf	\$2.00	\$ 2,100	0	sf	\$0
Backforming - Hi Rib expaned metal panels	735	sf	\$6.885	\$ 5,060	0	sf	\$0
<b>B2 LEVELS (EL. 77.5 - 92.6) - OUTER &amp; INTERIOR WALLS - 1.5't / 2.5't / 3.0't</b>	325	cys	\$600.00	\$ 195,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4,080	sf	\$2.00	\$ 8,160	0	sf	\$0
<b>B1 LEVELS - OUTER &amp; INTERIOR WALLS - 1.5't / 2.0't / 3.0't</b>	2,035	cys	\$600.00	\$ 1,221,000	1445	cys	\$867,000
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$2.00	\$ 50,770	0	sf	\$0
Backforming - Hi Rib expaned metal panels	25,385	sf	\$7.00	\$ 177,695	0	sf	\$0
<b>SHEAR WALL @ E LINE - 4.0't</b>	1120	cys	\$600.00	\$ 672,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$2.00	\$ 15,130	0	sf	\$0
Backforming - Hi Rib expaned metal panels	7565	sf	\$7.00	\$ 52,955	0	sf	\$0
<b>SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't</b>	174	cys	\$600.00	\$ 104,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4700	sf	\$2.00	\$ 9,400	0	sf	\$0
<b>CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR &amp; SHAFT - 0.67t / - 5 move ins</b>	568	cys	\$800.00	\$ 454,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	23000	sf	\$2.00	\$ 46,000	0	sf	\$0
<b>CONCRETE WALLS - OUTER WALLS - 5.0t - 6.5t - ALL AREAS PER YCC ESTIMATE</b>	4548	cys	\$400.00	\$ 1,819,200	600	cys	\$240,000
Fixed Frame Scaffolding / Rolling Jumbo	22920	sf	\$2.00	\$ 45,840	0	sf	\$0
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	7,640	sf	\$7.00	\$ 53,480	0	sf	\$0
<b>BASE CONTRACT ITEMS TOTAL</b>				<b>\$ 7,500,000</b>			<b>\$1,511,106</b>
<b>OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces</b>		cy	\$375	\$ 449,951	1199.87	cy	\$449,951
Pre Sand Walls - See COR 1				\$ 106,849	1	ea	\$106,849
Pre Sand Walls - See COR 2				\$ 54,405	1	ea	\$54,405
Pre Sand Walls - See COR 3				\$ 43,285	1	ea	\$43,285
Pre Sand Walls - See COR 4				\$ 79,811	1	ea	\$79,810
Pre Sand Walls - See COR 5				\$ 106,720	1	ea	\$106,720
Pre Sand Walls - See COR 6				\$ 96,438	1	ea	\$96,438
Pre Sand Walls - See COR 7				\$ 67,473	1	ea	\$67,473
Pre Sand Walls - See COR 8				\$ 149,206	1	ea	\$149,206
<b>TOTAL COMPLETE TO DATE ALL WORK AND CO'S</b>				<b>\$ 1,154,138</b>			<b>\$1,154,137</b>



## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO. 7  
INVOICE # SG 9058  
SG 9058  
PERIOD TO: 12/31/2011  
www

Distribution to  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM (CONTRACTOR):  
Superior Gunitite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT)

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls &amp; Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

## CHANGE ORDER SUMMARY

Change Orders approved in  
previous months by Owner

TOTAL

ADDITIONS

DEDUCTIONS

0.00

0.00

Approved this month

Number Date Approved

Overbreak to date \$ 428,428  
COR 1 - June \$ 108,849  
COR 2 - July \$ 54,405  
COR 3 - August \$ 43,285  
COR 4 - September \$ 79,811  
COR 5 - October \$ 108,720  
COR 6 - November \$ 96,438  
COR 7 - December \$ 87,473

TOTALS

\$819,496

0.00

0.00

Net change by Change Orders

0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shows heretofore is now due

CONTRACTOR:

By

Date

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$7,500,000.48
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$7,500,000.48
4. TOTAL COMPLETED & STORED TO DATE \$1,005,509.15  
(Column G on G703)
5. RETAINAGE  
a 10 % of Completed Work \$100,509.15  
(Column D + E on G703)  
b % of Stored Material \$0.00  
(Column F on G703)  
Total Retainage (Line 5a + 5b or  
Total in Column I of G703) \$100,509.15
6. TOTAL EARNED LESS RETAINAGE \$994,502.31  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
- PAYMEN (Line 6 from prior Certificates) \$560,701.31
8. CURRENT PAYMENT DUE \$343,801.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$6,595,418.17  
(Line 3 less Line 8)

State of

County of

Subscribed and sworn to before me this day of 1999

Notary Public:

My Commission expires:

AMOUNT CERTIFIED \$343,801.00  
(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: [Signature]  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1983

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where retainable retainage for time bars may apply.

APPLICATION NUMBER: 7  
APPLICATION DATE: 1/1/2012  
PERIOD TO: 12/31/2011  
ARCHITECT'S PROJECT NO: MTA C-26510

INVOICE #  
SG 9058

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>BASE CONTRACT</b>								
	SAND WALLS @ 4' - 10' move ins (estimated)	\$ 1,050,000	326,001.45	72,090.00		398,091.45	37.91%	651,908.55	39,809.15
	INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	\$ 1,210,400		0.00		0.00	0.00%	1,210,400.00	0.00
	SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5' / 3.0'	\$ 100,800		0.00		0.00	0.00%	100,800.00	0.00
	Fixed Frame Scaffolding - set up of Rolling Jumbo	\$ 3,100		0.00		0.00	0.00%	3,100.00	0.00
	Backforming - Hi Rib expanded metal panels @ E1 / E2 / T1 Arches only	\$ 135,900		0.00		0.00	0.00%	135,900.00	0.00
	B3 LEVEL - OUTER & INTERIOR WALLS - 2.5' / 3.0' / 1.0'	\$ 67,210		0.00		0.00	0.00%	67,210.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 2,100		0.00		0.00	0.00%	2,100.00	0.00
	Backforming - Hi Rib expanded metal panels	\$ 5,060		0.00		0.00	0.00%	5,060.48	0.00
	B2 LEVELS (EL. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5' / 2.5' / 3.0'	\$ 195,000		0.00		0.00	0.00%	195,000.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 8,160		0.00		0.00	0.00%	8,160.00	0.00
	B1 LEVELS - OUTER & INTERIOR WALLS - 1.5' / 2.0' / 3.0'	\$ 1,221,000	297,000.00	270,000.00		567,000.00	46.44%	654,000.00	56,700.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 50,770		0.00		0.00	0.00%	50,770.00	0.00
	Backforming - Hi Rib expanded metal panels	\$ 177,695		0.00		0.00	0.00%	177,695.00	0.00
	SHEAR WALL @ E LINE - 4.0'	\$ 672,000		0.00		0.00	0.00%	672,000.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 15,130		0.00		0.00	0.00%	15,130.00	0.00
	Backforming - Hi Rib expanded metal panels	\$ 52,955		0.00		0.00	0.00%	52,955.00	0.00
	SHEAR WALLS (EL. 64.5 - 77.5) - 1.0'	\$ 104,400		0.00		0.00	0.00%	104,400.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 9,400		0.00		0.00	0.00%	9,400.00	0.00
	CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67' / - 5' move ins	\$ 454,400		0.00		0.00	0.00%	454,400.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 46,000		0.00		0.00	0.00%	46,000.00	0.00
	CONCRETE WALLS - OUTER WALLS - 5.0' - 6.5' - ALL AREAS PER YCC ESTIMATE	\$ 1,919,200		40,000.00		40,000.00	2.20%	1,779,200.00	4,000.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 45,840		0.00		0.00	0.00%	45,840.00	0.00
	Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	\$ 53,480		0.00		0.00	0.00%	53,480.00	0.00
		7,500,000	623,001.45	362,090.00	0.00	1,005,091.45		6,494,909.03	100,509.15

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1962 EDITION / AIA 111-1662  
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20005

G703 - 1983

#### CHANGE ORDERS

OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces  
Pre Sand Walls - See COR 1  
Pre Sand Walls - See COR 2  
Pre Sand Walls - See COR 3  
Pre Sand Walls - See COR 4  
Pre Sand Walls - See COR 5  
Pre Sand Walls - See COR 6  
Pre Sand Walls - See COR 7

\$ 428,426	\$ 178,676	\$249,750	\$ 428,426	100.00%	0.00	42,842.63
\$ 106,849	\$ 106,849	\$0	\$ 106,849	100.00%	0.00	10,684.90
\$ 54,405	\$ 54,405	\$0	\$ 54,405	100.00%	0.00	5,440.50
\$ 43,285	\$ 43,285	\$0	\$ 43,285	100.00%	0.00	4,328.47
\$ 79,810	\$ 79,810	\$0	\$ 79,810	100.00%	0.58	7,981.04
\$ 106,720	\$ 106,720	\$0	\$ 106,720	100.00%	0.00	10,671.98
\$ 96,438	\$ -	\$96,438	\$ 96,438	100.00%	0.00	9,643.81
\$ 915,934	\$ 569,745	\$ 346,188	\$ 915,933	\$ 7	\$ 1	\$ 91,593

605/13

Yonkers\_J\_09247

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 6 15922D  
INVOICE # SG 9058  
SG 9058  
PERIOD TO: 11/30/2011  
www

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT DATE:

CONTRACT FOR: Sandwalls & Structural Shotcrete

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS		DEDUCTIONS	
Change Orders approved in previous months by Owner					
TOTAL		0.00		0.00	
Approved this month					
Number	Date Approved				
Overbreak to date	\$ 315,176				
COR 1 - June	\$ 106,849				
COR 2 - July	\$ 54,405				
COR 3 - August	\$ 43,285				
COR 4 - September	\$ 79,811				
COR 5 - October	\$ 106,720				
COR 6 - November	\$ 86,438				
COR 7 - December	\$				
TOTALS	\$ 706,246	0.00		0.00	
Net change by Change Orders				0.00	

1. ORIGINAL CONTRACT SUM	\$7,500,000.48
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$7,500,000.48
4. TOTAL COMPLETED & STORED TO DATE	\$623,001.45
(COLUMN G on G703)	
5. RETAINAGE:	
a 10 % of Completed Work	\$62,300.15
(Column D + E on G703)	
b % of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$62,300.15
6. TOTAL EARNED LESS RETAINAGE	\$560,701.31
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificates)	\$343,567.31
8. CURRENT PAYMENT DUE	\$217,134.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$6,939,299.17
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shows herein as now due.

CONTRACTOR:

By:  Date: 12/28/2011


## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

State of \_\_\_\_\_ County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999.  
Notary Public:  
My Commission expires \_\_\_\_\_

AMOUNT CERTIFIED: \$217,134.00  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By:  Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

APPLICATION NUMBER: 6  
APPLICATION DATE: 12/10/2011  
PERIOD TO: 11/30/2011  
ARCHITECT'S PROJECT NO: MTA C-26510

INVOICE # 15922D  
SG 9059

G703-1983

## CHANGE ORDERS

Pre Sand Walls - See COR 1  
Pre Sand Walls - See COR 2  
Pre Sand Walls - See COR 3  
Pre Sand Walls - See COR 4  
Pre Sand Walls - See COR 5  
Pre Sand Walls - See COR 6

\$	315,176	\$	178,676	\$136,500	\$	315,176	100.00%	0.00	31,517.63
\$	106,849	\$	106,849	\$0	\$	106,849	100.00%	0.00	10,684.90
\$	54,405	\$	54,405	\$0	\$	54,405	100.00%	0.00	5,440.50
\$	43,285	\$	43,285	\$0	\$	43,285	100.00%	0.00	4,328.47
\$	79,811	\$	79,810	\$0	\$	79,810	100.00%	0.58	7,981.04
\$	106,720	\$	106,720	\$0	\$	106,720	100.00%	0.00	10,671.98
\$	96,438	\$	-	\$96,438	\$	96,438	100.00%	0.00	9,643.81
\$	802,684	\$	569,745	\$ 232,938	\$ -	\$ 802,683	\$ 7	\$ 1	\$ 80,268



SCHEDULE OF VALUES - SITE J MTA STATION	QTY	UNIT	UNIT \$	AMOUNT	COMPLETE	UNIT	AMOUNT
SAND WALLS @ 4"t - 10 move ins (estimated)	70,000	sf	\$15.00	\$ 1,050,000	26539.43	sf	\$398,091
INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	1,424	cys	\$850.00	\$ 1,210,400	0	cys	\$0
SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't	126	cys	\$800.00	\$ 100,800	0	cys	\$0
Fixed Frame Scaffolding - set up or Rolling Jumbo	1,550	sf	\$2.00	\$ 3,100	0	sf	\$0
Backforming - Hi Rib expaned metal panels @ E1 / E2 / T1 Arches only	15,100	sf	\$9.00	\$ 135,900	0	sf	\$0
B3 LEVEL - OUTER & INTERIOR WALLS - 2.5't / 3.0't / 1.0't	94	cys	\$715.00	\$ 67,210	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	1,050	sf	\$2.00	\$ 2,100	0	sf	\$0
Backforming - Hi Rib expaned metal panels	735	sf	\$6.885	\$ 5,060	0	sf	\$0
B2 LEVELS (EL. 77.5 - 92.6) - OUTER & INTERIOR WALLS - 1.5't / 2.5't / 3.0't	325	cys	\$600.00	\$ 195,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4,080	sf	\$2.00	\$ 8,160	0	sf	\$0
B1 LEVELS - OUTER & INTERIOR WALLS - 1.5't / 2.0't / 3.0't	2,035	cys	\$600.00	\$ 1,221,000	945	cys	\$567,000
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$2.00	\$ 50,770	0	sf	\$0
Backforming - Hi Rib expaned metal panels	25,385	sf	\$7.00	\$ 177,695	0	sf	\$0
SHEAR WALL @ E LINE - 4.0't	1120	cys	\$600.00	\$ 672,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$2.00	\$ 15,130	0	sf	\$0
Backforming - Hi Rib expaned metal panels	7565	sf	\$7.00	\$ 52,955	0	sf	\$0
SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't	174	cys	\$600.00	\$ 104,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4700	sf	\$2.00	\$ 9,400	0	sf	\$0
CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67't / - 5 move ins	568	cys	\$800.00	\$ 454,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	23000	sf	\$2.00	\$ 46,000	0	sf	\$0
CONCRETE WALLS - OUTER WALLS - 5.0t - 6.5t - ALL AREAS PER YCC ESTIMATE	4548	cys	\$400.00	\$ 1,819,200	100	cys	\$40,000
Fixed Frame Scaffolding / Rolling Jumbo	22920	sf	\$2.00	\$ 45,840	0	sf	\$0
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	7,640	sf	\$7.00	\$ 53,480	0	sf	\$0
BASE CONTRACT ITEMS TOTAL				\$ 7,500,000			\$1,005,091
OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces		cy	\$375	\$ 428,426	1142.47	cy	\$428,426
Pre Sand Walls - See COR 1				\$ 106,849	1	ea	\$106,849
Pre Sand Walls - See COR 2				\$ 54,405	1	ea	\$54,405
Pre Sand Walls - See COR 3				\$ 43,285	1	ea	\$43,285
Pre Sand Walls - See COR 4				\$ 79,811	1	ea	\$79,810
Pre Sand Walls - See COR 5				\$ 106,720	1	ea	\$106,720
Pre Sand Walls - See COR 6				\$ 96,438	1	ea	\$96,438
Pre Sand Walls - See COR 7				\$ 67,473	1	ea	\$67,473
TOTAL COMPLETE TO DATE ALL WORK AND CO'S				\$ 983,407			\$983,406



E05/12

Yonkers\_J\_09244

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 5  
INVOICE # 15886 B SG 9058  
SG 9058  
PERIOD TO: 10/31/2011

Distribution to  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls & Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

### CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0.00	0.00
Approved this month			
Number	Date Approved		
Overbreak to date	\$ 178,678		
COR 1 - June	\$ 105,849		
COR 2 - July	\$ 54,405		
COR 3 - August	\$ 43,285		
COR 4 - September	\$ 79,811		
COR 5 - October	\$ 106,720		
TOTALS	\$ 569,746	0.00	0.00
Net change by Change Orders			0.00

1 ORIGINAL CONTRACT SUM	\$7,500,000.48
2 Net change by Change Orders	\$0.00
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$7,500,000.48
4 TOTAL COMPLETED & STORED TO DATE	\$381,741.45
(COLUMN G on G703)	
5 RETAINAGE:	
a 10 % of Completed Work	\$38,174.15
(Column D + E on G703)	
b % of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$38,174.15
6 TOTAL EARNED LESS RETAINAGE	\$343,567.31
(Line 4 less Line 5 Total)	
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$106,262.31
8 CURRENT PAYMENT DUE	\$235,305.00
9 BALANCE TO FINISH, PLUS RETAINAGE	\$7,156,433.17
(Line 3 less Line 4)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shows herein as now due.

CONTRACTOR:

*Superior Gunite*

By: \_\_\_\_\_ Date: 11-30-11

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$235,305.00  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

APPLICATION NUMBER: 5 INVOICE #  
APPLICATION DATE: 11/15/2011 SG 9058  
PERIOD TO: 10/31/2011  
ARCHITECT'S PROJECT NO: MTA C-26510

ARCHITECT'S PROJECT NO: MTA C-26510

G703 - 1983

To date = \$130,804.90

Due = \$ 250,936.55

SCHEDULE OF VALUES - SITE J MTA STATION	QTY	UNIT	UNIT \$	AMOUNT	COMPLETE	UNIT	AMOUNT
<b>SAND WALLS @ 4"t - 10 move ins (estimated)</b>	70,000	sf	\$15.00	\$ 1,050,000	13169.43	sf	\$197,541
<b>INCLINED TUNNELS @ E1 &amp; E2 - CONCRETE WALLS &amp; ARCHES</b>	1,424	cys	\$850.00	\$ 1,210,400	0	cys	\$0
<b>SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't</b>	126	cys	\$800.00	\$ 100,800	0	cys	\$0
Fixed Frame Scaffolding - set up or Rolling Jumbo	1,550	sf	\$2.00	\$ 3,100	0	sf	\$0
Backforming - Hi Rib expaned metal panels @ E1 / E2 / T1 Arches only	15,100	sf	\$9.00	\$ 135,900	0	sf	\$0
<b>B3 LEVEL - OUTER &amp; INTERIOR WALLS - 2.5't / 3.0't / 1.0't</b>	94	cys	\$715.00	\$ 67,210	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	1,050	sf	\$2.00	\$ 2,100	0	sf	\$0
Backforming - Hi Rib expaned metal panels	735	sf	\$6.885	\$ 5,060	0	sf	\$0
<b>B2 LEVELS (EL. 77.5 - 92.6) - OUTER &amp; INTERIOR WALLS - 1.5't / 2.5't / 3.0't</b>	325	cys	\$600.00	\$ 195,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4,080	sf	\$2.00	\$ 8,160	0	sf	\$0
<b>B1 LEVELS - OUTER &amp; INTERIOR WALLS - 1.5't / 2.0't / 3.0't</b>	2,035	cys	\$600.00	\$ 1,221,000	307	cys	\$184,200
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$2.00	\$ 50,770	0	sf	\$0
Backforming - Hi Rib expaned metal panels	25,385	sf	\$7.00	\$ 177,695	0	sf	\$0
<b>SHEAR WALL @ E LINE - 4.0't</b>	1120	cys	\$600.00	\$ 672,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$2.00	\$ 15,130	0	sf	\$0
Backforming - Hi Rib expaned metal panels	7565	sf	\$7.00	\$ 52,955	0	sf	\$0
<b>SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't</b>	174	cys	\$600.00	\$ 104,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4700	sf	\$2.00	\$ 9,400	0	sf	\$0
<b>CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR &amp; SHAFT - 0.67t / - 5 move ins</b>	568	cys	\$800.00	\$ 454,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	23000	sf	\$2.00	\$ 46,000	0	sf	\$0
<b>CONCRETE WALLS - OUTER WALLS - 5.0t - 6.5t - ALL AREAS PER YCC ESTIMATE</b>	4548	cys	\$400.00	\$ 1,819,200	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	22920	sf	\$2.00	\$ 45,840	0	sf	\$0
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	7,640	sf	\$7.00	\$ 53,480	0	sf	\$0
<b>BASE CONTRACT ITEMS TOTAL</b>				<b>\$ 7,500,000</b>			<b>\$381,741</b>
<b>OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces</b>		cy	\$375	\$ 178,676	476.47	cy	\$178,676
Pre Sand Walls - See COR 1				\$ 106,849	1	ea	\$106,849
Pre Sand Walls - See COR 2				\$ 54,405	1	ea	\$54,405
Pre Sand Walls - See COR 3				\$ 43,285	1	ea	\$43,285
Pre Sand Walls - See COR 4				\$ 79,811	1	ea	\$79,811
Pre Sand Walls - See COR 5				\$ 106,720	1	ea	\$106,720
<b>TOTAL COMPLETE TO DATE ALL WORK AND CO'S</b>				<b>\$ 569,746</b>			<b>\$569,746</b>

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 4  
INVOICE # 15886 A SG 9058  
SG 9058  
PERIOD TO: 9/30/2011

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls &amp; Structural Shotcrete

CONTRACT DATE:

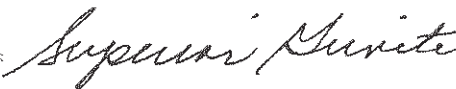
## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		0.00	0.00
Approved this month			
Number	Date Approved		
Overbreak to date	\$ 104,179		
COR 1 - June	\$ 106,849		
COR 2 - July	\$ 54,405		
COR 3 - August	\$ 43,285		
COR 4 - September	\$ 79,810		
TOTALS		0.00	0.00
Net change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shows herein as now due.

CONTRACTOR:



By:

Date:

11-30-11

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM	\$7,500,000.48
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$7,500,000.48
4. TOTAL COMPLETED & STORED TO DATE	\$120,291.45
(COLUMN G on G703)	
5. RETAINAGE:	
a. 10 % of Completed Work	\$12,029.15
(Column D + E on G703)	
b. % of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$12,029.15
6. TOTAL EARNED LESS RETAINAGE	\$108,262.31
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$60,782.81
8. CURRENT PAYMENT DUE	\$47,479.50
9. BALANCE TO FINISH, PLUS RETAINAGE	\$7,391,738.17
(Line 3 less Line 6)	

State of:

County of:

Subscribed and sworn to before me this

day of

1998

Notary Public:

My Commission expires:

AMOUNT CERTIFIED \$47,479.50

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

In calculations below, amounts are stated to the nearest dollar.  
Use Column 1 on Contracts where variable rate range for line 2

ARCHITECT'S PROJECT NO: MTA C-25510

G703 - 1983



SCHEDULE OF VALUES - SITE J MTA STATION	QTY	UNIT	UNIT \$	AMOUNT	COMPLETE	UNIT	AMOUNT
<b>SAND WALLS @ 4"t - 10 move ins (estimated)</b>	70,000	sf	\$15.00	\$ 1,050,000	8019.43	sf	\$120,291
<b>INCLINED TUNNELS @ E1 &amp; E2 - CONCRETE WALLS &amp; ARCHES</b>	1,424	cys	\$850.00	\$ 1,210,400	0	cys	\$0
<b>SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5't / 3.0't</b>	126	cys	\$800.00	\$ 100,800	0	cys	\$0
Fixed Frame Scaffolding - set up or Rolling Jumbo	1,550	sf	\$2.00	\$ 3,100	0	sf	\$0
Backforming - Hi Rib expaned metal panels @ E1 / E2 / T1 Arches only	15,100	sf	\$9.00	\$ 135,900	0	sf	\$0
<b>B3 LEVEL - OUTER &amp; INTERIOR WALLS - 2.5't / 3.0't / 1.0't</b>	94	cys	\$715.00	\$ 67,210	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	1,050	sf	\$2.00	\$ 2,100	0	sf	\$0
Backforming - Hi Rib expaned metal panels	735	sf	\$6.885	\$ 5,060	0	sf	\$0
<b>B2 LEVELS (EL. 77.5 - 92.6) - OUTER &amp; INTERIOR WALLS - 1.5't / 2.5't / 3.0't</b>	325	cys	\$600.00	\$ 195,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4,080	sf	\$2.00	\$ 8,160	0	sf	\$0
<b>B1 LEVELS - OUTER &amp; INTERIOR WALLS - 1.5't / 2.0't / 3.0't</b>	2,035	cys	\$600.00	\$ 1,221,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	25,385	sf	\$2.00	\$ 50,770	0	sf	\$0
Backforming - Hi Rib expaned metal panels	25,385	sf	\$7.00	\$ 177,695	0	sf	\$0
<b>SHEAR WALL @ E LINE - 4.0't</b>	1120	cys	\$600.00	\$ 672,000	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	7565	sf	\$2.00	\$ 15,130	0	sf	\$0
Backforming - Hi Rib expaned metal panels	7565	sf	\$7.00	\$ 52,955	0	sf	\$0
<b>SHEAR WALLS (EL. 64.6 - 77.5) - 1.0't</b>	174	cys	\$600.00	\$ 104,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	4700	sf	\$2.00	\$ 9,400	0	sf	\$0
<b>CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR &amp; SHAFT - 0.67t / - 5 move ins</b>	568	cys	\$800.00	\$ 454,400	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	23000	sf	\$2.00	\$ 46,000	0	sf	\$0
<b>CONCRETE WALLS - OUTER WALLS - 5.0t - 6.5t - ALL AREAS PER YCC ESTIMATE</b>	4548	cys	\$400.00	\$ 1,819,200	0	cys	\$0
Fixed Frame Scaffolding / Rolling Jumbo	22920	sf	\$2.00	\$ 45,840	0	sf	\$0
Backforming - Hi Rib @ outside face tied to steel @ wall bases to pour & shoot above	7,640	sf	\$7.00	\$ 53,480	0	sf	\$0
<b>BASE CONTRACT ITEMS TOTAL</b>				<b>\$ 7,500,000</b>			<b>\$120,291</b>
<b>OVERBREAK - Material required in excess of design thickness @ substrate rock surfaces</b>		cy	\$375	\$ 104,179	277.81	cy	\$104,179
Pre Sand Walls - See COR 1				\$ 106,849	1	ea	\$106,849
Pre Sand Walls - See COR 2				\$ 54,405	1	ea	\$54,405
Pre Sand Walls - See COR 3				\$ 43,285	1	ea	\$43,285
Pre Sand Walls - See COR 4				\$ 79,810	1	ea	\$79,810
<b>TOTAL COMPLETE TO DATE ALL WORK AND CO'S</b>				<b>\$ 388,528</b>			<b>\$388,528</b>

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

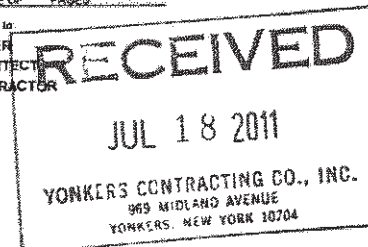
PAGE ONE OF PAGES

TO (OWNER):  
Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, NY 10704

PROJECT:  
MTA C-26510 - Site J  
511 W. 33rd Street  
New York, NY 10001

APPLICATION NO: 1  
INVOICE # 15779  
SG 9058  
PERIOD TO: 6/30/2011

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐



FROM (CONTRACTOR):  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace, CA 91342

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:  
MTA C-26510

CONTRACT FOR: Sandwalls &amp; Structural Shotcrete

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

## CHANGE ORDER SUMMARY

Change Orders approved in  
previous months by Owner

TOTAL

ADDITIONS

0.00

DEDUCTIONS

0.00

Approved this month:

Number Date Approved

TOTALS

0.00

0.00

Net change by Change Orders

0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

*Superior Gunite*

By:

Date:

7-13-11

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM \$7,507,482.98  
2. Net change by Change Orders \$0.00  
3. CONTRACT SUM TO DATE (Line 1 + 2) \$7,507,482.98  
4. TOTAL COMPLETED & STORED TO DATE \$130,804.90  
(COLUMN G on G703)  
5. RETAINAGE:  
a 10 % of Completed Work \$13,080.49  
(Column D + E on G703)  
b % of Stored Material \$0.00  
(Column F on G703)  
Total Retainage (Line 5a + 5b or  
Total in Column I of G703) \$13,080.49  
6. TOTAL EARNED LESS RETAINAGE \$117,724.41  
(Line 4 less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 5 from prior Certificates) \$0.00  
8. CURRENT PAYMENT DUE \$117,724.41  
9. BALANCE TO FINISH, PLUS RETAINAGE \$7,389,738.57  
(Line 3 less Line 8)

State of:

County of:

Subscribed and sworn to before me this day of 1999

Notary Public:

My Commission expires

AMOUNT CERTIFIED \$117,724.41

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Use Column 1 on Contracts where variable retainages for line items may apply.

APPLICATION NUMBER: 1 INVOICE # 15779  
APPLICATION DATE: 6/30/2011 SG 9058  
PERIOD TO: 6/30/2011  
ARCHITECT'S PROJECT NO: MTA C-26510

AIA DOCUMENT 0702 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA 17093  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20004

Yonkers\_J\_09240

# **EXHIBIT 7**

## DEPOSIT

DATE	CK #	AMOUNT
8/29/2011	42238	\$ 117,724.90
1/23/2012	46844	\$ 225,842.55
2/13/2012	47623	\$ 217,134.00
3/16/2012	48444	\$ 343,881.00
4/11/2012	49184	\$ 455,413.50
4/27/2012	49251	\$ 348,782.40
6/5/2012	50665	\$ 147,240.00
6/5/2012	50140	\$ 286,020.90
6/19/2012	51033	\$ 400,000.00
6/19/2012	51056	\$ 100,000.00
7/10/2012	51561	\$ 150,000.00
8/8/2012	52378	\$ 150,000.00
8/12/2012	51991	\$ 464,257.44
8/31/2012	52896	\$ 554,938.20
9/14/2012	53194	\$ 1,588,599.00
11/19/2012	54835	\$ 400,000.00
		<u>\$ 5,949,833.89</u>





**Yonkers Contracting Company, Inc.**  
969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years

BANK OF AMERICA  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
01/16/2012

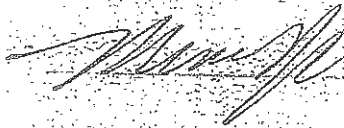
CHECK NO  
46844

PAY TO THE ORDER OF  
Two Hundred Twenty-Five Thousand Eight Hundred Forty-Two Dollars and 55 Cents

CHECK AMOUNT  
\$225,842.55

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

54 9058



SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈46844⑈ ⑆021000322⑆ 483019798616⑈

DEPOSITED  
1/23/12

▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼

**DPR**

Construction Inc.

DPR Construction, Inc. - NB  
4220 Von Karman Ave. #100  
Newport Beach, CA 92660

HARRIS, N.A.  
Chicago, Illinois

701558  
719

476905

DATE

CHECK NO

AMOUNT

01/19/2012

476905

\$ 26,197.20

PAY TO THE ORDER OF  
TWENTY SIX THOUSAND ONE HUNDRED NINETY SEVEN DOLLARS & 20 cents

TO THE ORDER OF  
Superior Gunite  
12306 Van Nuys Blvd  
Lakeview Terrace CA 91342  
US

VOID AFTER 90 DAYS



54 9067 - NOV 11

DOCUMENT CONTAINS A COLORED PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

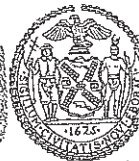
⑈476905⑈ ⑆071915580⑆ 04 243 838 0⑈



FEB 07 2012  
0001279

NEW YORK CITY DEPARTMENT OF FINANCE  
PARKING VIOLATIONS REFUND ACCOUNT

TWENTY FIVE DOLLARS 00 CENTS



3159284

NOT VALID UNLESS PRESENTED  
WITHIN 180 DAYS

AMOUNT  
DOLLARS CENTS  
\*\*\*\*\*25.00

PAY  
TO THE  
ORDER OF

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
PACIFICA CA 91342-6086

SYSGEN 68144JZ NY COM

JPMORGAN CHASE BANK, N.A. BROOKLYN, NY 11245

*[Signature]*  
AUTH SIG

3159284 021000021 610300091

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

NSKA

SKANSKA USA CIVIL WEST  
CALIFORNIA DISTRICT INC  
1995 AGUA MANSA ROAD  
RIVERSIDE CA 92509

BANK OF AMERICA NA  
DEKALB COUNTY, GA

64-1278  
611

CHECK DATE  
02/09/2012

CHECK NO  
420524

CHECK AMOUNT

45,976.21

Forty-Five Thousand Nine Hundred Seventy-Six Dollars and 21 Cents

ORDER

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

56 9029

*[Signature]*  
SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

420524 061112788 3299058208

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND - THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW

**Yonkers Contracting Company, Inc.**  
969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years.

BANK OF AMERICA  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
02/09/2012

CHECK NO  
47623

CHECK AMOUNT

217,134.00

PAY

Two Hundred Seventeen Thousand One Hundred Thirty-Four  
Dollars and 00 Cents

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

2/13/12  
*[Signature]*  
SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

47623 021000322 483019798616

56 9058

**Yonkers Contracting Company, Inc.**  
969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years.

1st OF AMERICA  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
03/15/2012

CHECK NO  
48444

PAY TO THE ORDER OF  
Three Hundred Forty-Three Thousand Eight Hundred Eighty-One  
Dollars and 00 Cents

CHECK AMOUNT

343,881.00

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

*[Signature]*

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈48444⑈ ⑆021000322⑆ 483019798616⑈

DEPOSITED 3/16/12

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



**SHAW & SONS CONCRETE CONTRACTORS**

829 W. 17th Street, Suite 5  
Costa Mesa, California 92627  
(949) 642-0660

1st Enterprise Bank  
17901 Von Karman Avenue  
Suite 450  
Irvine, CA 92614

16-4430  
1220

DATE  
March 14, 2012

CHECK NO.  
4851

AMOUNT  
\*\*\*\*\*\$35,217.00

\*\*\*\*\*Thirty-five thousand two hundred seventeen dollars and no cents

SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRAC, CA 91342

*[Signature]*  
TWO SIGNATURES REQUIRED OVER \$5,000.00

*[Signature]*  
AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈000004851⑈ ⑆122044300⑆020⑈ 107082⑈



**PATRIOT GENERAL ENGINEERING INC.**  
5480 BALTIMORE DR., STE 212  
LA MESA, CA 91942  
(619) 713-6880

**BANK OF AMERICA**  
1-800-488-2265  
8690 Center Drive  
La Mesa, CA 91942  
90-4284/1222

4/6/2012

THE  
OF **SUPERIOR GUNITE**

\$ \*\*1,980.00

One Thousand Nine Hundred Eighty and 00/100

DOLLARS

**SUPERIOR GUNITE**  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE, CA 91342



AUTHORIZED SIGNATURE

SECURE  
SECURE  
SECURE

⑈005837⑈ ⑆122242843⑆ 610010696⑈

THIS CHECK IS VOID WITHOUT A BLUE & BURGUNDY BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

**SKANSKA**

**SKANSKA / GRANITE/SKANSKA, JV**  
75-20 Astoria Boulevard  
Queens, NY 11370

JPMORGAN CHASE BANK, N.A.  
NEW YORK, NY

1-2  
210

CHECK DATE  
04/06/2012

CHECK NO  
14253

Four Hundred Fifty-Three Thousand Nine Hundred Sixty-Five  
Dollars and 73 Cents

CHECK AMOUNT

\*\*453,965.73

PAY  
TO  
THE  
ORDER  
OF

**SUPERIOR GUNITE**  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE, CA 91342



SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈14253⑈ ⑆021000021⑆ 885073692⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW

**Yonkers Contracting Company, Inc.**  
969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years.

**BANK OF AMERICA**  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
04/10/2012

CHECK NO  
49184

Four Hundred Fifty-Five Thousand Four Hundred Thirteen Dollars  
and 50 Cents

CHECK AMOUNT

\*\*455,413.50

**SUPERIOR GUNITE**  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE, CA 91342



SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈49184⑈ ⑆021000322⑆ 483019798616⑈



**Yonkers Contracting Company, Inc.**  
969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years.

BANK OF AMERICA  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
04/11/2012

CHECK NO  
49251

PAY

Three Hundred Forty-Eight Thousand Seven Hundred Eighty-Two  
Dollars and 40 Cents

CHECK AMOUNT

\*\*348,782.40

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

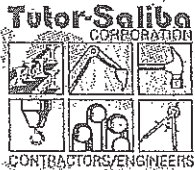
*[Signature]*

DEPOSITED 4/27

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈49251⑈ ⑆021000322⑆ 483019798616⑈

THIS DOCUMENT HAS A COLORED BACKGROUND, ULTRAVIOLET FIBERS, A BLEACH STAIN VOID FEATURE AND A WATERMARK ON THE BACK.



**Tutor Saliba Corporation**  
15901 Olden Street  
Sylmar, CA 91342-1093

74-478  
724

DATE: 04/25/12

067005

CHECK AMOUNT

\$ \*\*\*\*\*94,891.50

Pay: Ninety-Four Thousand Eight Hundred  
Ninety-One Dollars and 50 Cents

To the  
Order of

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

TUTOR PERINI CORPORATION

BY:

Comerica Bank & Trust, N.A.  
Ann Arbor, MI

BY:

AUTHORIZED SIGNATURE(S)

⑈067005⑈ ⑆072404786⑆ 2176987580⑈

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

CMSI / Advent Companies  
PO Box 2596  
Little Rock, AR 72203

US Bank  
N. Little Rock AR  
(501) 688-7903

81-54  
820

CHECK NO.

2672

DATE 4/24/2012

EXACT AMOUNT

\$28,159.70

\*\*\*\*\*TWENTY-EIGHT THOUSAND ONE HUNDRED FIFTY-NINE AND 70 / 100 DOLLARS

SUPERIOR GUNITE AND  
ARCIERO BROTHERS  
1901 NANCITA CIRCLE  
PLACENTIA CA 92870

VOID AFTER 60 DAYS

TWO SIGNATURES REQUIRED

**Yonkers Contracting Company, Inc.**

969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years.

BANK OF AMERICA  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
06/01/2012

CHECK NO  
50665

PAY TO THE ORDER OF  
One Hundred Forty-Seven Thousand Two Hundred Forty Dollars and 00 Cents

CHECK AMOUNT

\*\*147,240.00

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 50665 ⑈ ⑆ 021000322 ⑆ 483019798616 ⑈

DEPOSITED  
6/5/12

**Yonkers Contracting Company, Inc.**

969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years.

BANK OF AMERICA  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
05/15/2012

CHECK NO  
50140

PAY TO THE ORDER OF  
Two Hundred Eighty-Six Thousand Twenty Dollars and 90 Cents

CHECK AMOUNT

\*\*286,020.90

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 50140 ⑈ ⑆ 021000322 ⑆ 483019798616 ⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND - THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW

**Yonkers Contracting Company, Inc.**

969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years.

BANK OF AMERICA  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
04/03/2012

CHECK NO  
48975

PAY TO THE ORDER OF  
One Hundred Twenty-Three Thousand Two Hundred Sixty Dollars and 24 Cents

CHECK AMOUNT

\*\*123,260.24

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

Building Quality for Over 65 Years.

CHECK DATE  
06/18/2012

CHECK NO  
51083

PAY

Four Hundred Thousand Dollars and 00 Cents

O  
HE  
RDER  
F

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

CHECK AMOUNT

\$400,000.00

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈51033⑈ ⑆021000322⑆ 483019798616⑈

DEPOSITED  
6/19/12

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND - THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW

**Yonkers Contracting Company, Inc.**

969 Midland Avenue Yonkers, NY 10794  
Building Quality for Over 65 Years.

BANK OF AMERICA  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
06/18/2012

CHECK NO  
51056

PAY

One Hundred Thousand Dollars and 00 Cents

O  
HE  
RDER  
F

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

CHECK AMOUNT

\$100,000.00

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈51056⑈ ⑆021000322⑆ 483019798616⑈

**CHUMO CONSTRUCTION, INC.**  
14425 JOANBRIDGE STREET  
BALDWIN PARK, CA 91706

CITY NATIONAL BANK  
PRIVATE CLIENT SERVICES (310) 282-7800  
2029 CENTURY PARK EAST, STE. 100  
LOS ANGELES, CA 90067  
16-1606/1220

61612

61612

VENDOR

DATE

AMOUNT

SUPRGUN

6-18-12

\$\*\*\*\*\*8,684.34

PAY TO THE ORDER OF \*\*\*\*\*Eight thousand six hundred eighty-four dollars and 34 cents

Superior Gunite  
12306 Van Nuys Boulevard  
Lakeview Terrace, CA 91342

AUTHORIZED SIGNATURE

⑈061612⑈ ⑆122016066⑆ 019⑈ 502406⑈

Details on Back

Security Features Included





**Yonkers Contracting Company, Inc.**  
969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years.

BANK OF AMERICA  
OPERATING ACCOUNT

CHECK DATE 07/09/2012  
CHECK NO 51561

CHECK AMOUNT  
\*\*\*150,000.00

One Hundred Fifty Thousand Dollars and 00 Cents

PAY

TO THE  
ORDER  
OF

SUPERIOR GUNITE  
12306 VAN NUN'S BLVD  
LAKEVIEW TERRACE CA 91342

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈ 51561⑈ ⑈ 021000322⑈ 483019798616⑈

deposited  
7/10/12



JOB/SUB JOB NO.		CO	DIV	VENDOR	REFERENCE	CHECK NO.
02		2	0	2656		52378
DATE	DESCRIPTION	GROSS AMOUNT		DISCOUNT	NET AMOUNT	
05/31/12	SE12/EE19	150,000.00		.00	150,000.00	
9056						
		DETACH AND RETAIN THIS STATEMENT		TOTALS		150,000.00

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE  
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DEPOSITED 8/8/12

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND. THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW

**Yonkers Contracting Company, Inc.**  
 969 Midland Avenue Yonkers, NY 10704  
 Building Quality for Over 65 Years.

BANK OF AMERICA  
 OPERATING ACCOUNT

CHECK DATE: 08/07/2012  
 CHECK NO: 52378

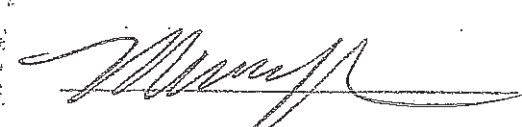
PAY TO THE ORDER OF

One Hundred Fifty Thousand Dollars and 00 Cents

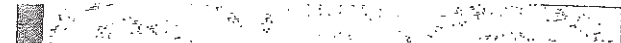
SUPERIOR GUNITE  
 12305 VAN NUYS BLVD  
 LAKEVIEW TERRACE CA 91342

CHECK AMOUNT

\*\*150,000.00



SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING


 THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK. HOLD AT AN ANGLE TO VIEW.

**Yonkers Contracting Company, Inc.**  
 969 Midland Avenue Yonkers, NY 10704  
 Building Quality for Over 65 Years.

BANK OF AMERICA  
 OPERATING ACCOUNT

CHECK NO. 51991  
 CHECK DATE 07/25/2012

CHECK AMOUNT  
 \*\*464,257.44

PAY TO THE ORDER OF  
 SUPERIOR GUNITE  
 12306 VAN NUYS BLVD  
 LAKEVIEW TERRACE CA 91342

Four Hundred Sixty-Four Thousand Two Hundred Fifty-Seven Dollars and 44 Cents

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

SIGNATURE: *[Signature]*

MICR LINE: ⑈ 51991 ⑈ ⑈ 021000322⑈ 483019798816⑈

**NOVUS CONSTRUCTION**  
 9205 Alabama Ave, Suite F  
 Chatsworth, CA 91311-5845  
 www.novusconstruction.com

CITY NATIONAL BANK  
 16133 VENTURA BLVD.  
 ENCINO, CA 91436  
 818-16061220

Check Number: 48731

048731

PAY Twenty-Nine Thousand Eight Hundred Ninety-Nine and 64/100 Dollars

TO THE ORDER OF: BIONKI & SUPERIOR GUNITE

DATE: Jul 25, 2012

AMOUNT: 29899.64

SIGNATURE: *[Signature]*

VOID AFTER 6 MONTHS

MICR LINE: ⑈ 048731⑈ ⑈ 122016066⑈ 0240951391⑈

12/1/02



**Yonkers Contracting Company, Inc.**  
 969 Midland Avenue Yonkers, NY 10704  
 Building Quality for Over 65 Years.

BANK OF AMERICA  
 OPENING ACCOUNT

1-32  
 210

CHECK DATE  
 08/23/2012

CHECK NO  
 52895

PAY  
 TO THE  
 ORDER  
 OF

Five Hundred Fifty-Four Thousand Nine Hundred Thirty-Eight  
 Dollars and 20 Cents

CHECK AMOUNT

554,938.20

SUPERIOR GUNITE  
 12306 VAN NUYS BLVD  
 LAKEVIEW TERRACE CA 91342

DEPOSITED  
 8/31/12

*[Signature]*

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 52895⑈ ⑆ 021000322⑆ 483019798616⑈



**ALLGIRE GENERAL CONTRACTORS, INC.**  
 3278 Grey Hawk Court  
 Carlsbad, CA 92010-6651  
 (760) 477-8455 • Fax (760) 477-8461  
 Lic. 543946

PACIFIC WESTERN BANK  
 2602 El Camino Real  
 Carlsbad, CA 92008 • 1-800-654-7962

90-3620/1222

044209

⑈ \*\*\*\*\*Twenty-seven thousand six hundred fifty dollars and 60 cents

DATE  
 August 27, 2012

CHECK NO. 44209 AMOUNT \$\*\*\*\*\*27,650.60

THUNDER JONES CONT. GROUP, INC  
 and Superior Gunite  
 2515 PIONEER AVENUE, SUITE 1  
 VISTA, CA 92081

*[Signature]*

⑈ 044209⑈ ⑆ 122238200⑆ 0086100740⑈

The person signing this release on behalf of the undersigned firm warrants and represents to have the full authority to



SIRIUS XM RADIO INC  
 1500 ECKINGTON PLACE  
 WASHINGTON, DC 20002  
 ACCOUNTSPAYABLE@SIRIUSXM.COM

CHECK  
 NUMBER 200083406

50-937  
 213

August 22, 2012

\*\*\* VOID AFTER 180 DAYS \*\*\*

PAY TO THE ORDER OF: SUPERIOR GUNITE  
 12306 VAN NUYS BL  
 LAKEVIEW TERR, CA 91342

CHECK AMOUNT  
 \$20.53

EXACTLY \*\*\*\*\*20 DOLLARS AND 53 CENTS

Morgan Chase Bank, N.A.  
 Syracuse, NY



*[Signature]*

Authorized Signature

⑈ 200083406⑈ ⑆ 021309379⑆

601893126⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND - THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW



**Yonkers Contracting Company, Inc.**  
969 Midland Avenue Yonkers, NY 10794  
Building Quality for over 65 Years.

BANK OF AMERICA  
OPERATING ACCOUNT

1-32  
210

CHECK DATE  
09/06/2012

CHECK NO  
53194

PAY

One Million Five Hundred Eighty-Eight Thousand Five Hundred  
Ninety-Nine Dollars and 00 Cents

TO  
THE  
ORDER  
OF

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

CHECK AMOUNT  
\$1,588,599.00

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 53194 ⑈ ⑈ 021000322⑈ 483019798816 ⑈

deposite 9/14/12



**MSI**

**MAINLINING SERVICE, INC.**

555 Pound Road  
P.O. Box 96  
Elma, NY 14059

ORCHARD PARK, NY

50-7044  
2223

AMOUNT

DATE

11/15/2012

THE SUM OF THIRTY THREE THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS AND 04 CENTS \*\*\*\*\*

PAY  
TO THE  
ORDER  
OF

Superior Gunite Inc  
12306 Van Nuys Blvd.  
Lakeview Terrace, CA 91342

*[Handwritten Signature]*

AUTHORIZED SIGNATURE

⑈029564⑈ ⑈222370440⑈ 867⑈31536⑈9⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW



**Yonkers Contracting Company, Inc.**  
969 Midland Avenue Yonkers, NY 10704  
Building Quality for Over 65 Years.

BANK OF AMERICA  
OPERATING ACCOUNT

L-32  
210

CHECK NO  
54835

CHECK DATE  
11/16/2012

PAY  
TO  
THE  
ORDER  
OF

Four Hundred Thousand Dollars and 00 Cents

SUPERIOR GUNITE  
12306 VAN NUYS BLVD  
LAKEVIEW TERRACE CA 91342

CHECK AMOUNT  
\*\*400,000.00

*[Handwritten Signature]*

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈54835⑈ ⑈021000322⑈ 483019798616⑈

*Deposited 11/16/12*

# **EXHIBIT 8**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
SUPERIOR GUNITE,

Plaintiff,

vs.

Index No.  
54272/13

YONKERS CONTRACTING COMPANY  
INC. and ZURICH AMERICAN  
INSURANCE COMPANY,

Defendants.  
-----X

Deposition of ROBERT STEPIEN, held  
at the offices of Lewis & McKenna, 82  
East Allendale Road, Saddle River, New  
Jersey, pursuant to notice, commencing  
January 10, 2014 at 10:15 a.m., on the  
above date, before Jennifer  
Ocampo-Guzman, a Certified Real-Time  
Shorthand Reporter and Notary Public of  
the State of New Jersey.

JOB NO. 138234

MAGNA LEGAL SERVICES  
(866) 624-6221  
[www.MagnaLS.com](http://www.MagnaLS.com)

1 Stepien.  
 2 MR. CANIZIO: That was 35?  
 3 MR. McKENNA: 36.  
 4 MR. CANIZIO: 36.  
 5 Can you mark this as 37, please.  
 6 (Plaintiff's Exhibit 37,  
 7 Spreadsheets, marked for identification,  
 8 this date.)  
 9 (Discussion off the record.)  
 10 MR. McKENNA: And as to extent 37,  
 11 the same understanding, that as to  
 12 confidentiality.  
 13 MR. CANIZIO: Agreed.  
 14 Q. Just before I question you on  
 15 Exhibit 37, Mr. Stepien, I just want to state  
 16 for the record, this exhibit was handed to me  
 17 this morning. I haven't really had an  
 18 opportunity to look at it or study it, so I'm  
 19 going to reserve my right to question you  
 20 further with respect to this particular  
 21 document.  
 22 But I will ask you, just if you can  
 23 tell me what it is, if you recognize it?  
 24 A. It's a Site J project cost and  
 25 income report.

1 Stepien  
 2 Q. And this appears to be through a  
 3 run date of August 13th of 2013, correct?  
 4 A. It says that on the front page, but  
 5 the other periods are just all nines in  
 6 there. So I'm not exactly sure.  
 7 Q. Okay. If you turn to the last page  
 8 of the document, can you tell me what this  
 9 exhibit shows in terms of profit or loss?  
 10 A. Which sheet are you on?  
 11 Q. The last page, page 34?  
 12 A. Page 34.  
 13 MR. McKENNA: The one that has  
 14 YONKERSJ04684 as the Bates number.  
 15 THE WITNESS: Oh, okay.  
 16 MR. CANIZIO: I'm not used to  
 17 getting one with a Bates number.  
 18 A. What was your question again?  
 19 Q. What does it show, if anything,  
 20 with respect to profit and loss?  
 21 A. This shows a -- there's just a cost  
 22 budget and variance column.  
 23 Q. If you look in the column in the  
 24 middle of the page, which is headed "Cost,"  
 25 do you see that?

1 Stepien  
 2 A. Correct.  
 3 Q. It shows a total cost of  
 4 \$125,962,596, correct?  
 5 A. Correct.  
 6 Q. And income against that of  
 7 \$119,797,798?  
 8 A. Correct.  
 9 Q. And it shows at least a potential  
 10 loss of \$6,164,798, correct?  
 11 A. Correct.  
 12 Q. Has Yonkers received final payment  
 13 on this job, do you know?  
 14 A. No.  
 15 Q. Do you know how much remains  
 16 outstanding against the contract and approved  
 17 extras roughly?  
 18 A. \$250,000.  
 19 Q. Everything except retainage?  
 20 A. And retainage.  
 21 Q. And what is retainage held at, five  
 22 percent?  
 23 A. Five percent.  
 24 Q. On your last deposition on Friday,  
 25 I had asked that with respect to the back

1 Stepien  
 2 charges that are identified in the  
 3 spreadsheet that was Plaintiff's, marked as  
 4 Plaintiff's Exhibit 6, that is the back  
 5 charges for things like cleanup, form work,  
 6 bulkhead work, all of those various items  
 7 that documents be produced showing how those  
 8 numbers were computed and what the supporting  
 9 documents for those costs were.  
 10 Were you able to locate any of  
 11 those documents over the weekend, bearing in  
 12 mind that it was a short weekend?  
 13 MR. McKENNA: He didn't do that.  
 14 We did.  
 15 MR. CANIZIO: And has any  
 16 additional documents been identified in  
 17 that regard?  
 18 MR. McKENNA: Yes, we gave you a  
 19 package of documents that we were able  
 20 to put together quickly.  
 21 MR. TAVORMINA: And that cost  
 22 report, Mark, there should be something,  
 23 the itemized costs in that report that  
 24 should correlate to the back charges.  
 25 Q. Mr. Stepien, in looking at what's



# **EXHIBIT 9**

**SUMMARY SHEET**

PSE NO.:C26510-

ESTIMATE NO. 033-

PRE-VOUCHER NO: P182899

COMPTROLLER NO: 95.00 PER CENT PAYMENT

VENDOR:YONKERS CONTRACTING COMPANY, INC.

C-26510 # 7 FLUSHING LINE EXTENSION/SITE J EXCAVATION/  
MINING/LINING OF V. SHAFT,E1 & E2 INCL TNLS,& T1 CONCTR TNL,MNHT

PERIOD FROM: 07/01/13 TO: 12/31/13

F.P 99.90 %

<u>EXPENSES</u>		<u>DOLLAR AMOUNT</u>	
		<u>THIS ESTIMATE</u>	<u>TO-DATE</u>
SCHEDULED ITEMS		203,400.00	116,195,997.81
SUPPLEMENTAL SCHEDULED ITEMS		0.00	3,500,000.00
ADDITIONAL WORK ORDERS		0.00	286,800.00
UTILITIES		0.00	0.00
*EXPENSE ADJUSTMENTS		0.00	0.00
TOTAL EXPENSES ESTIMATED			119,982,797.81
TOTAL EXPENSES PREVIOUSLY ESTIMATED			119,779,397.81
AMOUNT OF PRESENT ESTIMATED EXPENSES		203,400.00	
<u>APPROPRIATIONS</u>			
BID	\$	116,211,000.00	
UTILITY	\$	0.00	
NET APPROPRIATIONS	\$	120,032,300.00	
GROSS AMT EST 1 TO 033	INCL \$	119,982,797.81	
BALANCE	\$	49,502.19	
<u>RETAINED PERCENTAGE STATUS</u>			
		<u>CASH</u>	<u>SUBSTITUTED</u>
			<u>SECURITIES</u>
RETAINED IN EST 1 TO 033	INCL. \$	5,999,139.87	0.00
SUBST AS PER EST 1R TO	R INCL. Cr	5,480,000.00-	\$ 5,480,000.00
CASH REL FOR SC-EST 1RR TO	RR INCLCr	0.00	0.00
SEC REL FOR SC-EST 1RS TO	RS INCL	0.00 Cr	0.00
*RETAINED ADJUSTMENTS		0.00	0.00
FINAL		0.00	0.00
BALANCE \$		519,139.87	\$ 5,480,000.00
TOTAL AMOUNT DUE THIS ESTIMATE		193,230.00	

VENDOR \$ 193,230.00 \*MULTIVENDOR \$ 0.00 PAYABLE BY WARRANT \$ 193,230.00

PREPARED BY: PAYABLE BY RELEASE OF SECURITIES \$ 0.00

I HEREBY CERTIFY that the above estimate has been checked and verified by me, and that to the best of my knowledge and belief it is a true and correct statement of work done and materials furnished by the Contractor/Consultant in conformity with the Contract and Specifications.

Dated: \_\_\_\_\_

ASST.MANAGER \_\_\_\_\_

I HEREBY CERTIFY that the above estimate has been prepared in the manner required by the contract and that the work done and the materials furnished and estimated, including the prices thereof, are in conformity with the Contract and Specifications. In addition, the amount due for work done and materials furnished in this estimate have not been heretofore certified by me in any previous estimate.

REPORT NO. TFXA5030  
RUN DATE 02/10/14  
PSE NO.: C26510  
EST NO.: 033-  
PERIOD : 07/01/13-12/31/13

NEW YORK CITY TRANSIT AUTHORITY  
CONTRACT STATUS REPORT - BY ITEM DETAIL  
DESCRIPTION: C-26510 # 7 FLUSHING LINE EXTENSION/SITE J EXCAVATION/  
MTN TN  
CONTRACTOR: YONKERS CONTRACTING COMPANY, INC.

PAGE NO. 1  
RUN TIME 12:47:26  
PRE-VOUCH NO.: P182899  
PRE-VOUCH DT.: 02/07/14  
PROJ MGR:

PROCUREMENT NUMBER	ITEM TYPE	THIS ESTIMATE	TO-DATE	AUTHORIZED	BALANCE
C-C26510-0	A	0.00	286,800.00		
	B	203,400.00	116,195,997.81		
	S	0.00	3,500,000.00		
	PROCUREMENT TOTALS	203,400.00	119,982,797.81	120,032,300.00	49,502.19
	CONTRACT TOTAL	203,400.00	119,982,797.81	120,032,300.00	49,502.19

PSE NO.:  
EST NO.: 033-  
PERIOD : 07/01/13-12/31/13

DESCRIPTION: C-26510 # 7 FLUSHING LINE EXTENSION/SITE J EXCAVATION/MININ  
G/LINING OF V. SHAFT,E1 & E2 INCL TNLS,& T1 CONCTR TNL,MNHT  
CONTRACTOR: YONKERS CONTRACTING COMPANY, INC.

PRE-VOUCHER NO.: P182899  
PRE-VOUCHER DT.: 02/07/14  
PROJ MGR:

PROCUREMENT NO.		CASH		SECURITY		GROSS	AUTHORIZED	BALANCE
MTA CAT/REL PSE SFX	NET	RETAINAGE	RETAINAGE	RETAINAGE	RETAINAGE			
C-C26510-0	EST.: 193,230.00	10,170.00	0.00	203,400.00				
G-511-01-08	TOD.: 113,983,657.94	519,139.87	5,480,000.00	119,982,797.81		120,032,300.00		49,502.19
CONTRACT TOTALS	EST.: 193,230.00	10,170.00	0.00	203,400.00		120,032,300.00		49,502.19
	TOD.: 113,983,657.94	519,139.87	5,480,000.00	119,982,797.81				



REPORT NO.: TFXA5080  
 RUNDATE : 02/10/14

NEW YORK CITY TRANSIT AUTHORITY  
 DETAILED CONTRACT STATUS REPORT  
 SCHEDULED ITEMS

PAGE NO.: 1  
 RUN TIME: 12:47:26

PSE NO.: C26510-  
 EST NO.: 033-

DESCRIPTION: C-26510 # 7 FLUSHING LINE EXTENSION/SITE J EXCAVATION/  
 MINI  
 CONTRACTOR: YONKERS CONTRACTING COMPANY, IN C.

PERIOD: 07/01/13-12/31/13  
 PROJECT MGR.:

		QUANTITY				AMOUNT	
ITEM NUMBER/ REL. PROC. #	ITEM DESCRIPTION	UNIT PRICE/ UM/BID QUANTITY	THIS ESTIMATE	TO- DATE	BALANCE	THIS ESTIMATE	TO- DATE
1F.1	MOBILIZATION SHALL NOT EX CEED 5% (\$5,810,550.00) OF 1G.1	\$0.010 LS 100.00	0.00	0.00	100.00	0.00	0.00
1G.1	MINING & LINING OF SHAFT & 2 ENTRANCE TUNNELS & OPENC UT EVACUATION @ SITE J	\$116,211,000.000 LS 100.00	0.18	99.99	0.01	203,400.00	116,195,997.81
CONTRACT TOTALS						203,400.00	116,195,997.81

REPORT NO.: TFXA5082  
RUN DATE : 02/10/14

NEW YORK CITY TRANSIT AUTHORITY  
DETAILED CONTRACT STATUS REPORT  
SUPPLEMENTAL SCHEDULED ITEMS

PAGE NO.: 1  
RUN TIME: 12:47:26

PSE NO.: C26510-  
EST NO.: 033-

DESCRIPTION: C-26510 # 7 FLUSHING LINE EXTENSION/SITE J EXCAVATION/

MINI

PERIOD: 07/01/13-12/31/13

PROJECT MGR.:

CONTRACTOR: YONKERS CONTRACTING COMPANY, INC.

ITEM NUMBER/ REL. PROC. #	ITEM DESCRIPTION	QUANTITY			AMOUNT	
		UNIT PRICE/ UM/BID QUANTITY	THIS ESTIMATE	TO- DATE	THIS ESTIMATE	TO- DATE
SETTLEMENT	SETTLEMENT AGREEMENT TO R	\$ 3,500,000.000	0.00	100.00	0.00	3,500,000.00
	ESOLVE CLAIMS & ACCELERAT ION	LS 100.00				
					0.00	3,500,000.00
				CONTRACT TOTALS		

\*\*\*\*\* END OF REPORT TFXA5082 \*\*\*\*\* 02/10/14 \*\*\*\*\* 12:47:28 \*\*\*\*\* CREATED BY: PAULFAN \*\*\*\*\*MODIFIED BY: PAULFAN \*\*\*\*\*

REPORT NO.: TFXA5081  
RUN DATE : 02/10/14

NEW YORK CITY TRANSIT AUTHORITY  
DETAILED CONTRACT STATUS REPORT  
ADDITIONAL WORK ORDERS

PAGE NO.: 1  
RUN TIME: 12:47:28

PSE NO.: C26510-  
EST NO.: 033-

DESCRIPTION: C-26510 # 7 FLUSHING LINE EXTENSION/SITE J EXCAVATION/  
MINI

PERIOD: 07/01/13-12/31/13  
PROJECT MGR.:

CONTRACTOR: GONKERS CONTRACTING COMPANY, INC.

ITEM NUMBER/ REL. PROC. #	ITEM DESCRIPTION	QUANTITY			AMOUNT		
		UNIT PRICE/ UM/BID QUANTITY	THIS ESTIMATE	TO- DATE	THIS ESTIMATE	TO- DATE	BALANCE
001S1	REMOVE & DISPOSE OF 3 UND ERGROUND STORAGE TANKS	LS \$40,000.000 100.00	0.00	100.00	0.00	40,000.00	0.00
002S1	CANOPY ANCHOR POINTS (3) & ROOF MODIFICATIONS	LS \$87,000.000 100.00	0.00	100.00	0.00	87,000.00	0.00
003S1	BEAM & PARAPET MODIFICATI ONS DUE SECURITY UPGRADES	LS \$50,500.000 100.00	0.00	100.00	0.00	50,500.00	0.00
005S1	MOD. FOR ADD'L CURB @ S.W ALL OF SITE J PARALLEL TO 33RD ST.	LS \$47,500.000 100.00	0.00	100.00	0.00	47,500.00	0.00
009S1	mod. for misc. electrical changes	LS \$24,800.000 100.00	0.00	100.00	0.00	24,800.00	0.00
010S1	ADDITIONAL CONCRETE SLAB @ STAIR C ON 4TH LEVEL	LS \$19,000.000 100.00	0.00	100.00	0.00	19,000.00	0.00
011S1	CORING & ADD'L SLEEVES @ VARIOUS LOCATIONS	LS \$9,000.000 100.00	0.00	100.00	0.00	9,000.00	0.00
012S1	cutout in granite veneer & cmu at s. elevation	LS \$9,000.000 100.00	0.00	100.00	0.00	9,000.00	0.00
CONTRACT TOTALS					0.00	286,800.00	



# **EXHIBIT 10**



# Superior Gunite Applications for Payment/Payment Demands & Payments Issued

Req. #	Pay Period/Payment Date	Completed Pay Period	Retained this Period	Amount Billed	Amounts Paid	Balance on Application	Overall Deficiency on Pay Applications Billed	Notes
1	6/30/2011	\$130,805	\$13,080	\$117,724	\$117,725	(\$0.49)	\$0.00	Paid on 8/16/2011
2	7/31/2011	\$0	\$0	\$0	\$0	\$0.00	\$0.00	No Application Submitted
3	8/31/2011	\$0	\$0	\$0	\$0	\$0.00	\$0.00	No Application Submitted
4	9/30/2011	(\$10,513)	(\$1,051)	(\$9,462)	\$0	\$0.00	\$9,462	Application submitted for \$47,479.50; Yonkers cut application and claimed SG was already overpaid by \$9,462.10
5	10/31/2011	\$261,450	\$26,145	\$235,305	\$225,843	\$9,462	(\$0.35)	Partial payment of \$225,842.55 paid on 1/16/12
6	11/30/2011	\$241,260	\$24,126	\$217,134	\$217,134	\$0.00	(\$0.35)	Paid in full on 2/9/12, 71 days after delivery to Yonkers.
7	12/31/2011	\$382,090	\$38,209	\$343,881	\$343,881	\$0.00	(\$0.35)	Paid in full on 3/15/12, 76 days after delivery to
8	1/31/2012	\$506,015	\$50,602	\$455,414	\$455,414	\$0.00	(\$0.35)	Paid in full on 4/10/12, 70 days after delivery to
9	2/29/2012	\$1,657,742	\$165,774	\$1,491,968	\$348,782	\$1,143,185	(\$1,143,186)	Partial payment of \$348,782.40 paid on 4/11/12
10	3/31/2012	\$624,957	\$62,496	\$562,462	\$286,021	\$276,441	(\$1,419,626)	Partial payment of \$286,020.90 paid on 5/15/12
11	4/30/2012	\$384,906	\$38,491	\$346,415	\$147,240	\$199,175	(\$1,618,802)	Partial payment of \$147,240 paid on 6/1/12
								Partial payment of \$150,000 paid on 7/9/12; Partial Payment of \$464,257.44 paid on 7/25/12; Partial Payment of \$400,000 paid on 6/18/12; Partial Payment of \$100,000 on 6/18/12; Partial payment of \$150,000
12	5/31/2012	\$356,062	\$35,606	\$320,456	\$1,264,257	(\$943,802)	(\$675,000)	Paid in full on 8/23/2012, 54 days after delivery to
13	6/30/2012	\$616,598	\$61,660	\$554,938	\$554,938	\$0.00	(\$675,000)	Yonkers.
14	7/31/2012	\$1,415,110	\$141,511	\$1,273,599	\$1,588,599	(\$315,000)	(\$360,000)	Paid in full on 9/6/2012, 37 days after delivery to Yonkers
15	8/31/2012	\$1,322,758	\$132,276	\$1,190,482	\$400,000	\$790,482	(\$1,150,482)	Partial payment of \$400,000 paid 11/16/12.
16	9/30/2012	\$761,574	\$76,157	\$685,417	\$0	\$685,417	(\$1,835,899)	
		\$8,650,813	\$865,081	\$7,785,732	\$5,949,834		(\$1,835,899)	

# **EXHIBIT 11**

**David Bowers**

---

**From:** David Bowers  
**Sent:** Monday, June 18, 2012 10:46 AM  
**To:** 'Mike Keller'; Ron Federico; 'Robert Stepien'  
**Cc:** Jim Strobel; Stephen Apruzzese; Larry Totten; Tony Federico; Kalo Franklin  
**Subject:** RE: Site J - Extra Work payment plan

This is ok

Dave

-----Original Message-----

From: Mike Keller [mailto:mkeller@yonkerscontractingco.com]  
Sent: Monday, June 18, 2012 10:29 AM  
To: David Bowers; Ron Federico; 'Robert Stepien'  
Cc: Jim Strobel; Stephen Apruzzese; Larry Totten; Tony Federico; Kalo Franklin  
Subject: RE: Site J - Extra Work payment plan

Dave,

Just to confirm our agreement;

\$500,000 today  
\$150,000 no later than July 10th  
\$150,000 no later than August 10th

At 01:13 PM 6/18/2012, David Bowers wrote:

>Rob,

>

>We can't accept your schedule of payments listed below - We need \$600 -

>\$100k - \$100k and YCC must keep all contract progress payments up to

>date. I'm in the office all day if anyone needs to contact me today.

>

>Dave

>

>From: Ron Federico

>Sent: Saturday, June 16, 2012 3:36 PM

>To: 'Robert Stepien'; David Bowers

>Cc: Jim Strobel; Stephen Apruzzese; Michael Keller; Larry Totten; Tony

>Federico

>Subject: RE: Site J - Extra Work payment plan

>

>Ho Rob,

>

>Anticipating this is added to the contract progress work, it looks

>reasonable. If Dave is ok with this, then let's plan on this.

>

>From: Robert Stepien [mailto:rstepien@yonkerscontractingco.com]

>Sent: Friday, June 15, 2012 4:46 PM

>To: Ron Federico  
>Cc: Jim Strobel; Stephen Apruzzese; Michael Keller  
>Subject: Site J - Extra Work payment plan  
>  
>Ron-YCC suggests the following payment plan for extra work on the Site  
>J project:  
>  
>1. \$400,000 to be overnighted to you on Monday June 18, 2012  
>2. \$200,000 to be sent to you no later than July 10, 2012  
>3. \$200,000 to be sent to you no later than August 10, 2012  
>4. Remaining balance of payments and dates  
>to be discussed and agreed to by YCC and SG  
>

>Please advise if acceptable.

>Rob  
>  
>  
>

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Michael J. Keller Sr.  
CFO

Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, New York 10704

Phone 914-965-1500 ext # 838

Fax 914-378-8883

email [mkeller@yonkerscontractingco.com](mailto:mkeller@yonkerscontractingco.com)

website [www.yonkerscontractingco.com](http://www.yonkerscontractingco.com)

3-10

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4-10

**David Bowers**

---

**From:** David Bowers  
**Sent:** Monday, July 23, 2012 6:00 PM  
**To:** Robert Stepien (rstepien@yonkerscontractingco.com); Michael Keller (mkeller@yonkerscontractingco.com)  
**Cc:** Ron Federico; Ali Pirbhoy  
**Subject:** Site J  
**Attachments:** July12 email.xlsx

Rob & Mike,

Attached is SG's latest progress billing (thru June 2012) the total OS to date is \$ 1,844,195. We relies the agreement we made in June was for \$800k and that was help get the account up to date thru March 2012 progress billing. We appreciate that YCC's has paid \$650k thru this email and the balance is due August 10<sup>th</sup> as per our agreement. However at this point we need to address the OS monies due for April, May and June. Please review and you can contact Ron or me to discuss this matter. Please give this your immediate attention.

Dave

5-10

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on quantities where unitless (estimates for this form may apply).

AIA DOCUMENT G702

PAGE OF PAGES

APPLICATION NUMBER: 13  
APPLICATION DATE: 7/9/2012  
PERIOD TO: 5/30/2012  
ARCHITECT'S PROJECT NO: MTA C-26510  
INVOICE # 16138

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
BASE CONTRACT									
	SAND WALLS @ 4" - 10 move ins (estimated)	\$ 1,050,000	1,050,000.00	0.00		1,050,000.00	100.00%	0.00	105,000.00
	INCLINED TUNNELS @ E1 & E2 - CONCRETE WALLS & ARCHES	\$ 1,210,400	29,750.00	0.00		29,750.00	2.46%	1,180,650.00	2,975.00
	SHAFT @ T1 CONNECTOR ARCHED WALLS - 1.5' / 3.0'	\$ 100,800	52,944.00	0.00		52,944.00	52.52%	47,856.00	5,294.40
	Fixed Frame Scaffolding - set up or Rolling Jumbo	\$ 3,100	3,100.00	0.00		3,100.00	100.00%	0.00	310.00
	Backdorming - HI Rib expanded metal panels @ E1 / E2 / T1 Arches only	\$ 135,900	5,400.00	57,600.00		63,000.00	46.36%	72,900.00	6,300.00
	B3 LEVEL - OUTER & INTERIOR WALLS - 2.5' / 3.0' / 1.0'	\$ 67,210	0.00	0.00		0.00	0.00%	67,210.00	0.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 2,100	2,100.00	0.00		2,100.00	100.00%	0.00	210.00
	Backdorming - HI Rib expanded metal panels	\$ 5,060	5,060.48	-0.01		5,060.48	100.00%	0.00	506.05
	B2 LEVELS (E1 7.5' - 92.6) - OUTER & INTERIOR WALLS - 1.5' / 2.5' / 3.0'	\$ 195,000	185,000.00	0.00		195,000.00	100.00%	0.00	19,500.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 8,160	8,160.00	0.00		8,160.00	100.00%	0.00	816.00
	B1 LEVELS - OUTER & INTERIOR WALLS - 1.5' / 2.0' / 3.0'	\$ 1,221,000	780,800.00	221,400.00		1,002,200.00	82.06%	219,000.00	100,200.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 50,770	50,770.00	0.00		50,770.00	100.00%	0.00	5,077.00
	Backdorming - HI Rib expanded metal panels	\$ 177,695	177,695.00	0.00		177,695.00	100.00%	0.00	17,769.50
	SHEAR WALL @ E LINE - 4.0'	\$ 672,000	53,460.00	30,258.00		83,718.00	12.46%	588,282.00	8,371.80
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 15,130	15,130.00	0.00		15,130.00	100.00%	0.00	1,513.00
	Backdorming - HI Rib expanded metal panels	\$ 52,955	52,955.00	0.00		52,955.00	100.00%	0.00	5,295.50
	SHEAR WALLS (E1 64.6 - 77.5) - 1.0'	\$ 104,400	9,400.00	0.00		9,400.00	9.00%	104,400.00	9,400.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 9,400	9,400.00	0.00		9,400.00	100.00%	0.00	940.00
	CONCRETE WALLS - INCLINED TUNNELS, T1 CONNECTOR & SHAFT - 0.67' / - 5 move line	\$ 456,400	31,984.00	84,016.00		116,000.00	25.53%	339,400.00	11,600.00
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 46,000	46,000.00	0.00		46,000.00	100.00%	0.00	4,600.00
	CONCRETE WALLS - OUTER WALLS - 5.0' - 6.8' - ALL AREAS PER YCC ESTIMATE	\$ 1,819,200	715,132.00	223,324.00		938,456.00	51.59%	880,744.00	93,845.60
	Fixed Frame Scaffolding / Rolling Jumbo	\$ 45,840	45,840.00	0.00		45,840.00	100.00%	0.00	4,584.00
	Backdorming - HI Rib @ outside face tied to steel @ wall bases to pour & shoot above	\$ 53,480	53,480.00	0.00		53,480.00	100.00%	0.00	5,348.00
	Amendment #1 0 Overbreak	\$ 674,813	674,813	0.00		674,813	100.00%	0.00	67,481.30
	Amendment #2 - CORs 1-11.1	\$ 476,000	476,000	0.00		476,000.00	100.00%	0.00	47,600.00
		\$ 8,650,813	4,534,773.48	616,596.00	0.00	5,151,371.48		3,499,442.00	515,137.15

CHANGE ORDER REQUESTS  
CONTRACT CREDITS

\$ 7,500,000	ORIGINAL CONTRACT
\$ 2,264,813	CHANGE ORDERS 1 & 2
\$ 1,094,000	CREDITS ON 1 & 2
\$ 1,150,813	NET ADD TO CONTRACT
\$ 8,650,813	
\$ 126,061	PENDING COR 12-12.3
\$ 119,190	PENDING COR 13.1 - 13.6
	Less Retention
	Less Paid to date
	Outstanding

Site J

**David Bowers**

---

**From:** Mike Keller <mkeller@yonkerscontractingco.com>  
**Sent:** Thursday, July 26, 2012 10:38 AM  
**To:** David Bowers; 'Robert Stepien'  
**Cc:** Ron Federico; Jim Strobel; Stephen Apruzzese  
**Subject:** RE: Superior Gunite Payment Plan Proposal

Yes we are on schedule

At 12:37 PM 7/26/2012, David Bowers wrote:

>Rob,

>

>I understand that if YCC has not been paid SG will not be paid until  
 >after YCC has received their monies. That being said some of this money  
 >is old money that is due that should not held for any additional  
 >reasons. While we are on the subject of money is the 8/1 (\$464K) and  
 >the 8/9

>(\$150k) on target for YCC's release on the funds?

>

>Thanks

>Dave

>

>From: Robert Stepien [mailto:rstepien@yonkerscontractingco.com]

>Sent: Thursday, July 26, 2012 7:29 AM

>To: David Bowers; Michael Keller

>Cc: Ron Federico; Jim Strobel; Stephen Apruzzese

>Subject: RE: Superior Gunite Payment Plan Proposal

>

>Dave - Mike Keller has OK'd the payment plan and that there is an  
 >understanding between YCC and SG that it is contingent upon MTA's  
 >continued timely payments to YCC.

>Rob

>

>From: David Bowers [mailto:David.Bowers@shotcrete.com]

>Sent: Wednesday, July 25, 2012 5:49 PM

>To: Robert Stepien; Michael Keller

>Cc: Ron Federico

>Subject: RE: Superior Gunite Payment Plan Proposal

>

>Looks fine

>

>Dave

>

>From: Robert Stepien [mailto:rstepien@yonkerscontractingco.com]

>Sent: Wednesday, July 25, 2012 2:17 PM

>To: David Bowers

>Subject: RE: Superior Gunite Payment Plan Proposal

>

>Dave - Just to clarify your last email, is this the change you were

7-10

>looking for?  
>  
>Dave- Here is YCC's proposed payment plan to SG going forward on Site J:  
>  
>Outstanding = \$1,844,195.08  
>Outstanding break down:  
>\$150,000 - last payment of \$800,000 agreement  
>\$464,257.44 - May Req  
>\$554,938.20 - June Req  
>\$674,999.44 - Due from previous contract work to be paid on top of July  
>& August Req  
>  
>Superior will receive:  
>  
>\$150,000 to be paid by August 9th as per previously agreed payment plan  
>of \$800,000  
>\$464,257.44 to be paid for in May's Req by August 1st  
>\$554,938.20 to be paid for in June's Req by September 1st July's Req  
>total contract work to be paid by October 5th plus \$350,000 by October  
>1st September 27th August Req total contract work to be paid plus  
>\$324,999.44 by November 1st  
>  
>Let me know so I can get it over to Mike Keller for his review.  
>  
>Rob Stepien  
>Cell 914-497-0218  
>  
>  
>  
>From: David Bowers [mailto:David.Bowers@shotcrete.com]  
>Sent: Wednesday, July 25, 2012 4:20 PM  
>To: Robert Stepien; Ron Federico  
>Cc: Stephen Apruzzese; Jim Strobel  
>Subject: RE: Superior Gunite Payment Plan Proposal  
>  
>Rob,  
>  
>To confirm our phone conversation - the \$350k due from June 2012 pay  
>estimate, we need to have that \$350k in our LA office no later than  
>September 27th, then if July's pay request is receive - we will gladly  
>take July's pay estimate amount by October 1st, but we can extend  
>July's portion to October 5th. Everything else in your offer can remain  
>the same.  
>  
>Thanks  
>  
>Dave  
>  
>From: Robert Stepien [mailto:rstepien@yonkerscontractingco.com]  
>Sent: Wednesday, July 25, 2012 12:25 PM  
>To: David Bowers; Ron Federico  
>Cc: Stephen Apruzzese; Jim Strobel

>Subject: FW: Superior Gunite Payment Plan Proposal  
 >  
 >  
 >  
 >Dave- Here is YCC's proposed payment plan to SG going forward on Site J:  
 >  
 >Outstanding = \$1,844,195.08  
 >Outstanding break down:  
 >\$150,000 - last payment of \$800,000 agreement  
 >\$464,257.44 - May Req  
 >\$554,938.20 - June Req  
 >\$674,999.44 - Due from previous contract work to be paid on top of July  
 >& August Req  
 >  
 >Superior will receive:  
 >  
 >\$150,000 to be paid by August 9th as per previously agreed payment plan  
 >of \$800,000  
 >\$464,257.44 to be paid for in May's Req by August 1st  
 >\$554,938.20 to be paid for in June's Req by September 1st July's Req  
 >total contract work to be paid plus \$350,000 by October 1st August Req  
 >total contract work to be paid plus \$324,999.44 by November 1st  
 >  
 >  
 >YCC anticipates that this proposed payment plan will be found  
 >acceptable to SG.  
 >  
 >  
 >Rob Stepien  
 >Cell 914-497-0218  
 >  
 >  
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Michael J. Keller Sr.  
CFO

Yonkers Contracting Company, Inc.  
969 Midland Avenue  
Yonkers, New York 10704

Phone 914-965-1500 ext # 838

10-10

Fax 914-378-8883  
email [mkeller@yonkerscontractingco.com](mailto:mkeller@yonkerscontractingco.com)  
website [www.yonkerscontractingco.com](http://www.yonkerscontractingco.com)

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## David Bowers

---

**Sent:** Tuesday, January 28, 2014 9:34 AM  
**To:** Robert Stepien (rstepien@yonkerscontractingco.com); Michael Keller (mkeller@yonkerscontractingco.com)  
**Cc:** Ron Federico; Ali Pirbhoy  
**Subject:** Site J  
**Attachments:** July12 email.xlsx

Rob & Mike,

Attached is SG's latest progress billing (thru June 2012) the total OS to date is \$ 1,844,195. We relies the agreement we made in June was for \$800k and that was help get the account up to date thru March 2012 progress billing. We appreciate that YCC's has paid \$650k thru this email and the balance is due August 10<sup>th</sup> as per our agreement. However at this point we need to address the OS monies due for April (\$346k) , May (\$321k) and June (\$555k).

# **EXHIBIT 12**

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



## YONKERS CONTRACTING COMPANY, INC.

Thursday, February 28, 2013

969 Midland Avenue  
Yonkers, NY 10704

ATTN: James Strobel

RE: MTA CONTRACT SITE J - C26510 - YCC Subcontract #10-0212-18 Superior Gunite Company

Sub; Overdue Payments – Outstanding Contract Balance – Final Notice of Demand for Payment in Full - \$3,578,776.00  
Ref; Subcontract Recap (attached); Outstanding COR's (attached w/ back up documents); Record of Payments (attached)

Dear Jimmy,

The purpose of this letter is to present a final demand for payment of overdue balances under the subject Subcontract. No further notice will be given prior to institution of legal proceedings by Superior Gunite (SG).

Attached are copies of the above-referenced documents, including Change Order Requests (COR's) that were submitted prior to performance of the work as required under article 6.2 of the Subcontract, and included in each current months billing. After the issuance of Contract Amendments #1 & #2 in April of 2012 (which settled all extra work and credits between SG and Yonkers Contracting Company (YCC) up to that point, (COR's 1-11 inclusive), we agreed that moving forward YCC would longer amass unapproved COR's and that YCC would address them timely. Well, that did not happen. In fact, YCC failed to respond and address the COR's by issuing CO's or by rejecting or otherwise responding to them. Rather, YCC apparently fabricated an after the fact \$1.32 million frivolous back charge. SG does not understand YCC's back charge. YCC failed to comply with the notice requirements of Section 21.1 of the Subcontract and failed to substantiate the backcharge in any way. YCC merely presented a deductive figure from our billing more than 90 days after YCC should have paid SG. YCC provided absolutely no back-up, substantiation, or writings of any kind to explain YCC's position pursuant to the terms of the Subcontract, the requirements of Article 10.1, subsection vi, and New York law.

When we met in the last week of November last year with my CEO Tony Federico in your 44<sup>th</sup> Street office, you made it very clear that even though there is no basis of merit to YCC's arbitrary back-charge, YCC was going to hold our money anyway. Further, you stated then in no uncertain terms that "YCC will not do business with any subcontractor once a lien has been received from that subcontractor". We do not understand this course of action, and will not accept the wrongful termination of our 44<sup>th</sup> Street project, nor will we recognize any right of YCC under Section 10.3 in the absence of a legal finding entitling YCC to an offset.

Based on the events leading up to this letter, it seems that YCC's motives are to avoid paying SG for its work and not because lack of SG's performance. This comes in the wake of the tremendous project delays and extreme difficulties YCC encountered in the lengthy incline tunnel excavations, which as you stated, "was far more difficult and took much longer than YCC could have ever anticipated". SG understands this as YCC



paid SG more than \$1,400,000 in Contract Amendments 1&2 to repair the overshot rock excavations on the two incline tunnels that ultimately mitigated your losses. We were shocked to hear you say that the position of YCC's owner was, and I quote your repeating of his words as "if I am going to lose money on this project, then all my subs are sharing that loss". YCC's losses, while unfortunate, resulted from YCC's lack of production and/or other causes which are not SG's responsibility.

SG now demands payment of \$3,578,776 for completing its work under YCC Subcontract #10-2012-18 as follows;

Original Contract	\$7,500,000	Subcontract Balance \$1,950,166
Amendment #1	\$674,813	Subcontract Balance \$2,624,979
Amendment #2	\$476,000	Subcontract Balance \$3,100,979
Paid to date by YCC - As of 2/25/13	\$(5,549,834)	All work completed on 9/30/12
Outstanding Subcontract Balance to date - 2/25/13 =	\$3,100,979	
Outstanding Change Order Requests	\$ 477,797	
<b>Total Demand for Payment</b>	<b>\$3,578,776<sup>1</sup></b>	

In the event YCC continues to refuse and fail to pay SG for all sums owed, SG will have no choice but to pursue available legal remedies. It is unfortunate that SG's perseverance in always acting in good faith in dealing with YCC has resulted in such a disappointing outcome. We will remain available should YCC wish to change their position in a manner that will promote an amicable resolution of this matter. Thank you for your time and careful consideration.

Respectfully submitted,  
SUPERIOR GUNITE COMPANY

Ron R. Federico  
Vice President

CC: Nomi Castle, Samantha Jackson, Larry Totten, Ken Burk, Mark Hoffman, David Bowers, Frank Townsend

---

<sup>1</sup> As of 2/25/13, this amount was more than 90 days past due (Subcontract Section 4.8).



**SUPERIOR GUNITE**

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12308 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704

SENT VIA: email  
Date: June 06, 2012

Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

Project: MTA Contract C-26510 Site J  
Subject: May 2012 Extra Work Tickets

**CHANGE ORDER REQUEST: 9058-012**

Dear Robert:

This letter is to provide official notification of a project change as follows:

Extra work performed on the YCC project MTA Contract C-26510 for the month of May 2012:

DATE	DAY	DESCRIPTION	EWT No.	Cost
5/4/2012	Fri	No production - area not ready E2 Sand Wall	13784	\$9,423
5/9/2012	Wed	E-Line Structural Wall b/t 4 and 5	13785	\$2,166
5/10/2012	Thu	Round Structural Columns	13792	\$18,696
5/26/2012	Sat	NW Shaft Lift 1 Premium Time	13793	\$5,378
				<b>\$35,663</b>

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and **YONKERS CONTRACTING CO.**, by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract      \$35,663.00  
Change to contract completion date              0 DAYS

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

Date:

6/6/12

FILE:





# SUPERIOR GUNITE

## EXTRA WORK AUTHORIZATION FORM

PROJECT: site J  
ADDRESS: 34th st  
CONTRACTOR: YONKERS

Foreman: Ruben P. P. Z Job #: 9058  
Date: 5/4/12 M T W Th F Sa Su  
STATUS OF WORK: ☐ COMPLETED ☒ IN PROGRESS

Nature of extra work performed: could not work had to cancel  
not ready for shotcrete, one truck of concrete  
on job site, YONKERS used it, had to pay, show up time

QUANTITY	LABOR, EQUIPMENT, MATERIAL, YARDAGE, ETC...	LABOR		EQUIPMENT		RATE	AMOUNT
		REGULAR	OVERTIME	REGULAR	OVERTIME		
1	SUPR	8 HRS					8 HRS
1	FOREMAN	8 HRS					8 HRS
1	NOZZLEMAN	4 HRS					4 HRS
2	OPERATORS	8 HRS EACH					8 HRS
1	WIREMAN	4 HRS					8 HRS
1	MASON	4 HRS					4 HRS
2	LABORS 731/6-A	8 HRS EACH					8 HRS TOTAL
1	concrete pump	4 HRS					4 HRS
10	yards of concrete						

1. Charges for extra work, as set forth above, will be made by SUPERIOR GUNITE to be charged at Union and/or a minimum of Prevailing Wage Rates. 2. All equipment to be charged on an hourly maintained and operated basis as per SUPERIOR GUNITE Standard Schedule. 3. To the cost of all charges, including outside rental and materials, will be added 10% for overhead and 15% for profit. 4. customer agrees to pay for said work within 30 days of receipt of invoice. 5. Operator is not liable for any damages whilst working under the direction of the customer. 6. The terms and conditions of said extra work, shall not necessarily be in accordance with the terms and conditions of any agreements between the parties. Thereto, any such existing agreement shall not relinquish the customer from payment for performed extra work.

Prepared and submitted for:

**SUPERIOR GUNITE**

Authorized and Accepted by:

m. Jol

Do some work  
After 6:00 am

On behalf of:

(Name of Customer)

Date:

5/4/12

Date:

#13794







# SUPERIOR GUNITE

## EXTRA WORK AUTHORIZATION FORM

PROJECT: Site J  
ADDRESS: 34th St  
CONTRACTOR: Yonkers

Foreman: Ruben PIZ Job #: 9058  
Date: 5-10-12 M T W Th F Sa Su  
STATUS OF WORK: ☐ COMPLETED ☒ IN PROGRESS

Nature of extra work performed: finish groundwires & protection on  
ground and showing shotcrete 4 radius columns  
with hard front finish, work performed NO S.G. scope.

QUANTITY	LABOR, EQUIPMENT, MATERIAL, YARDAGE, ETC...	LABOR		EQUIPMENT		RATE	AMOUNT
		REGULAR	OVERTIME	REGULAR	OVERTIME		
1	SUPR	9.0 HRS					
1	FOIRMAN	8 HRS					
1	NOZZLEMAN	9.0 HRS					
2	operators	9 HRS EACH					
1	wireman	9 HRS					
1	masson	9 HRS					
2	LABORS	8.5 HRS 9.0					
4	rodman	9.0 HRS EACH					
1	shotcrete pump	9.0 HRS					
1	B/U pump	9 HRS					
7.8	yards concrete						
10	gallons cure						

1. Charges for extra work, as set forth above, will be made by SUPERIOR GUNITE to be charged at Union and/or a minimum of Prevailing Wage Rates. 2. All equipment to be charged on an hourly maintained and operated basis as per SUPERIOR GUNITE Standard Schedule. 3. To the cost of all charges, including outside rental and materials, will be added 10% for overhead and 15% for profit. 4. customer agrees to pay for said work within 30 days of receipt of invoice. 5. Operator is not liable for any damages whilst working under the direction of the customer. 6. The terms and conditions of said extra work, shall not necessarily be in accordance with the terms and conditions of any agreements between the parties. Thereto, any such existing agreement shall not relinquish the customer from payment for performed extra work.

Prepared and submitted for:  
**SUPERIOR GUNITE**

Authorized and Accepted by:

By: [Signature]  
(Authorized Representative)  
Date: 5-10-12

[Signature]  
On behalf of: Yonkers  
(Name of Customer)  
Date: 5/10/12

EXTRA WORK TICKET NO. 13792



# SUPERIOR GUNITE

EXTRA WORK AUTHORIZATION FORM

PROJECT: site J  
ADDRESS: 34th St  
CONTRACTOR: YONKERS

Foreman: Ruben Paz Job #: 9058  
Date: 5-26-17 M T W Th F (Sa) Su  
STATUS OF WORK: ☐ COMPLETED ☒ IN PROGRESS

Nature of extra work performed: install ground wires & shotcrete  
north and east wells in shaft.  
YONKERS TO PICK UP ALL PREMIUM TIME.

QUANTITY	LABOR, EQUIPMENT, MATERIAL, YARDAGE, ETC...	LABOR		EQUIPMENT		RATE	AMOUNT
		REGULAR	OVERTIME	REGULAR	OVERTIME		
1	supr	9 hrs	9 hrs				9 hrs
1	Foreman		9 hrs				9 hrs
1	Nozzleman		9 hrs				9 hrs
1	wireman		9 hrs				9 hrs
2	operators		9 hrs each				18 hrs
3	Labors		9 hrs each				27 hrs
3	redman		9 hrs each				27 hrs
1	masson		9 hrs				9 hrs
1	shotcrete pump		9 hrs				9 hrs
1	3/4 pump		9 hrs				9 hrs

1. Charges for extra work, as set forth above, will be made by SUPERIOR GUNITE to be charged at Union and/or a minimum of Prevailing Wage Rates. 2. All equipment to be charged on an hourly maintained and operated basis as per SUPERIOR GUNITE Standard Schedule. 3. To the cost of all charges, including outside rental and materials, will be added 10% for overhead and 15% for profit. 4. customer agrees to pay for said work within 30 days of receipt of invoice. 5. Operator is not liable for any damages whilst working under the direction of the customer. 6. The terms and conditions of said extra work, shall not necessarily be in accordance with the terms and conditions of any agreements between the parties. Thereto, any such existing agreement shall not relinquish the customer from payment for performed extra work.

Prepared and submitted for:

**SUPERIOR GUNITE**



(Authorized Representative)

Authorized and Accepted by:

Willie D. R. T. YCC

On behalf of:

(Name of Customer)

Date:

5-26-17

Date:

#13793



JOB TITLE: Site J - MTA Station  
JOB ADDRESS: 0  
ADDRESS LINE 1 Queens  
ADDRESS LINE 2 NY  
ESTIMATOR: RF  
ESTIMATE DATE: 20130215  
PLANS DATED: 19000100  
JOB NUMBER 0  
OCIP 0  
JOB TYPE 0  
PAYROLL STATE 05  
CONTRACT DATE 19000100  
CONTRACT AMOUNT 83437  
TOTAL CUBIC YARDS 121  
TOTAL SHOOTING DAYS 6

CODE	ITEM NAME / DESCRIPTION	QUANTITY	UNITS	LABOR HOURS	LABOR COST	PRINTED EQUIP COST	MATERIAL COST	TRAVEL CURS	SUB- CONTRACTS	\$0 EQ UP COST	SUBTOTAL COSTS	TOTAL CONTRACT
	<u>SHOTCRETE - Sand Wells - E2 P/U Tunnel Shaft</u>	93	CYS									
600	- SCAFFOLDING	1	SF	0	0	0	0	0	0	0	0	0
200	- WIRES	4	DYS	32	3245	0	3	0	0	0	3248	3248
300	- SHOTCRETE	93	CYS	256	25958	0	12594	0	0	0	38552	38552
700	- PROTECTION	4	DYS	0	0	0	198	0	0	0	198	198
600	- CURE	1	SF	0	0	0	0	0	0	0	0	0
301	- MOBILIZATION - Foreman + Rig Driver	4	EA	32	3245	0	0	0	0	0	3245	3245
701	- REBAR PROTECTION	1	DYS	0	0	0	0	0	0	0	0	0
400	- REBOUND REMOVAL - YCC to Remove & Haul	0	CYS	0	0	0	1	0	0	0	0	0
302	- OVERBREAK	1	CYS	0	0	0	0	0	0	0	0	0
600	- TEST PANELS	1	CYS	0	0	0	110	0	0	0	110	110
301	- MOBILIZATION - Travel to Job	4	EA	0	0	0	0	0	0	0	0	0
610	- BACKFORMS	1	SF	0	0	0	0	0	0	0	0	0
900	- ACC - Signate	145	GAL	0	0	0	798	0	0	0	798	798
		1	0	0	0	0	0	0	0	0	0	0
100	- SAFETY / PPE / CONSUMABLES	1	0	0	0	0	1622	0	0	0	1622	1622
	<u>SHOTCRETE - Round Columns @ B1-4 ea.</u>	18	CYS									
600	- SCAFFOLDING	1	SF	0	0	0	0	0	0	0	0	0
200	- WIRES	4	EA	16	1622	0	220	182	0	125	2149	2149
300	- SHOTCRETE	18	CYS	104	10546	0	4256	1183	0	1800	17767	17767
700	- PROTECTION	1	DYS	0	0	0	83	0	0	0	83	83
600	- CURE	4	SF	0	0	0	0	0	0	50	50	50
301	- MOBILIZATION - Foreman + Rig Driver	1	EA	16	50	0	83	0	0	50	183	183
701	- REBAR PROTECTION	1	DYS	0	0	0	0	0	0	0	0	0
400	- REBOUND REMOVAL	4	CYS	0	0	0	0	0	0	0	0	0
302	- OVERBREAK	1	CYS	0	0	0	0	0	0	0	0	0
600	- TEST PANELS	1	CYS	0	0	0	0	0	0	0	0	0
301	- MOBILIZATION - Travel to Job	1	EA	0	0	0	0	0	0	0	0	0
610	- BACKFORMS	1	SF	0	0	0	0	0	0	0	0	0
900	- REPAIR	1	SF	0	0	0	0	0	0	0	0	0
		1	0	0	0	0	0	0	0	0	0	0
100	- SMALL TOOL & SUPPLY	1	0	0	0	0	611	0	0	0	611	611
	<u>SHOTCRETE - Detail / Precast Time</u>	10	CYS									
600	- SCAFFOLDING	1	SF	0	0	0	0	0	0	0	0	0
200	- WIRES	1	SF	8	811	0	0	91	0	250	1152	1152
300	- SHOTCRETE	10	CYS	72	7301	0	1353	819	0	1800	11273	11273
700	- PROTECTION	1	DYS	0	0	0	65	0	0	0	65	65
600	- CURE	1	SF	0	0	0	0	0	0	50	50	50
301	- MOBILIZATION - Foreman + Rig Driver	1	EA	16	1622	0	83	0	0	50	1755	1755
701	- REBAR PROTECTION	1	DYS	0	0	0	0	0	0	0	0	0
400	- REBOUND REMOVAL	1	CYS	0	0	0	0	0	0	0	0	0
302	- OVERBREAK	1	CYS	0	0	0	0	0	0	0	0	0
600	- TEST PANELS	1	CYS	0	0	0	0	0	0	0	0	0
301	- MOBILIZATION - Travel to Job	1	EA	0	0	0	0	0	0	0	0	0
610	- BACKFORMS	1	SF	0	0	0	0	0	0	0	0	0
900	- REPAIR	1	SF	0	0	0	0	0	0	0	0	0
		1	0	0	0	0	0	0	0	0	0	0
100	- SMALL TOOL & SUPPLY	1	0	0	0	0	487	0	0	0	487	487
					54400	54400	0	2257		4175	83437	83437

ITEM	BUDGET TOTAL	BASE BID
LABOR	54,460	54,400
TRAVEL & SUBS.	2,275	2,276
EQUIPMENT	4,175	4,175
MATERIALS SUPPLIES	22,587	22,587
SUBCONTRACTS	0	0
SUBTOTAL	83,437	83,437
MARKUP	0	0
TOTAL	83,437	83,437

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 677-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: October 10, 2012

Project: MTA Contract C-26510 Site J  
Subject: Backforming on 05/21/2012  
Ref:

## CHANGE ORDER REQUEST: 9058-012.1 rev.

Dear Robert:

This letter is to provide official notification of a project change as follows:

Backforming of a structural wall poured on May 22, 2012 along Gridlines E and 2, encasing Columns D2 and E2. Total surface area of 928 square feet (46'5"L x 20'H)

The total cost is based on:

- Ribbed expanded metal panels at \$7 per square foot
- Shotcrete slick finish at backside for receiving waterproofing material at \$3 per square foot

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and **YONKERS CONTRACTING CO.**, by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by **AS SOON AS POSSIBLE**. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total estimated cost of proposed change to contract: \$9280  
Change to contract completion date: 0 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Ron Federico  
Date: May 21, 2012

Date: \_\_\_\_\_



# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YCC  
Project : SITE J  
SG Job # : 9058

DATE OF WORK : 05/21/2012

RFI # : N/A

SG EWT # :

Work Description : Backform Structural wall poured On 5/22/12 - Encase 928 sf on backside with 3" Trowel Finish Shotcrete

## LABOR AND EQUIPMENT

UPDATED :

5/14/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL		LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1	SUPERINTENDENT	4.0	\$110.68		\$144.08		\$177.48	\$442.71
1	SHOTCRETE PUMPS	4.0	\$188.00	\$752.00	1	LABOR FOREMAN	4.0	\$84.29		\$110.75		\$137.22	\$337.15
1	BACK UP PUMP	4.0	\$68.00	\$272.00	1	OPERATOR PUMP - 14	4.0	\$104.14		\$140.63		\$175.28	\$416.57
	375 COMPRESSOR		\$29.00	\$0.00	1	OPERATOR PUMP - 15	4.0	\$98.85		\$134.01		\$167.54	\$395.39
	1 TON TRUCK		\$43.00	\$0.00	1	WIREMAN	8.0	\$82.31		\$107.52		\$132.73	\$858.47
	ACC PUMP		\$23.00	\$0.00	1	NOZZLEMAN	4.0	\$82.31		\$107.52		\$132.73	\$329.23
	TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	2	RODMAN / GUNMAN	4.0	\$82.31		\$107.52		\$132.73	\$329.23
	DRILLING / ANCHORS				2	LABORER 731	8.0	\$77.13		\$102.35		\$127.56	\$817.07
	JACK LEG DRILL		\$26.00	\$0.00	2	LABORER 731	8.0	\$77.13		\$102.35		\$127.56	\$817.07
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.87		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$76.59		\$99.09		\$121.49	\$0.00
				\$0.00		LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
				\$0.00		CARPENTER FOREMAN		\$108.72		\$138.14		\$169.58	\$0.00
				\$0.00		JOURNEYMAN CARP.		\$102.78		\$132.20		\$161.64	\$0.00
	SCAFFOLDING					MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLDING FRAMES		\$8.00	\$0.00									
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	12	TOTAL CREWMEN	48.0		0.0		0.0		\$4,142.89
	6" PLASTER JACKS		\$5.00	\$0.00		SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	1	SUPERINTENDENT		\$95.00					\$95.00
	WAGES				1	FOREMAN		\$85.00					\$85.00
	WIREMAN DRILLS		\$12.00	\$0.00	0	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$8.00	\$0.00	4	LABORER		\$75.00					\$300.00
	CONCRETE DRILLS		\$8.00	\$0.00	0	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$1,024.00	6	TOTAL COST							\$480.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE				TOTAL
11.3	READY MIX CONCRETE	CYS	\$150.00	\$1,701.33		PLANT OPEN		250				\$0.00
	PLANT OPENING FEES	EA		\$0.00		NIGHT TRUCKS		150				\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00								\$0.00
5	CURING COMPOUND	GAL	\$12.00	\$60.00								\$0.00
60	HI RIB SHOTCRETE STOP	EA	\$12.00	\$720.00								\$0.00
	BOLSTER CHAIRS - 1.5" X 8"	EA		\$0.00								\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00								\$0.00
16	ACC ADDITIVE	GAL	\$8.29	\$132.64								\$0.00
	TOTAL COST			\$2,613.97		TOTAL COST						\$0.00

## COST TOTALS

EQUIPMENT		\$1,024.00	TOTAL LABOR COST	\$4,142.89
SMALL TOOLS / PER MAN	12	\$85.00	SUBSISTENCE	\$480.00
MATERIALS / SUBCONTRACTS		\$2,613.97	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$4,657.97	SUBTOTAL COSTS	\$4,622.89
EQ/MAT/SUBS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	\$0.00
TOTAL		\$4,657.97	TOTAL	\$4,622.89

TOTAL INVOICE AMOUNT

\$9,280.86

PREPARED BY Armando Ramos



SG- 9058

PROJECT Site J  
CLIENT Yonkers

SITE J - SHOTCRETE RECAP OF WORK PERFORMED - COR 12

DATE	DAY	DESCRIPTION	EWT	Accel.	Wait	Theor (Ft)	Act (Ft)	SF	Theo CY	Act CY	Over	MOVE-IN	Foreman
5/1/2012	Tue	E2 Slope Sand Wall, southern half	13783	120	25	0.333	1.622	532.00	7.31	40.00	32.69		Ruben
5/2/2012	Wed	E1 Tunnel -- Sand Wall above arch opening		90		0.333	0.692	936.00	11.59	10.00			Ruben
5/3/2012	Thu	No production -- area not ready E2 Sand Wall											Ruben
5/4/2012	Fri	No production -- area not ready E2 Sand Wall	13784										Ruben
5/7/2012	Mon	No production --											Ruben
5/8/2012	Tue	No production --											Ruben
5/9/2012	Wed	E-Line Structural Wall b/t 4 and 5	13785		130	0.000	4.000	414.00	61.33	61.33			Ruben
5/10/2012	Thu	Round Structural Columns	13792		15	0.000	0.000			18.00			Ruben
5/11/2012	Fri	<del>E2 Tunnel Sand Wall</del>			50	0.667	0.667	1,044.00	25.78	25.78			Ruben
5/12/2012	Sat	E2 Tunnel Sand Wall	13788	105		0.333	1.208	78.00	0.96	3.49	5.13		Ruben
		E2 Tunnel Sand Wall				0.333	1.625	63.00	0.78	3.79			Ruben
		E2 Tunnel Sand Wall				0.333	1.813	287.00	3.54	19.27			Ruben
		E2 Tunnel Sand Wall				0.333	0.511	630.00	7.78	11.93			Ruben
		E2 Tunnel Sand Wall				0.333	0.948	60.00	0.74	2.11			Ruben
		E2 Tunnel Sand Wall				0.333	0.896	86.25	1.06	2.86			Ruben
5/14/2012	Mon	E2 Tunnel Sand Wall	13790	70	12	0.333	0.625	256.00	3.16	5.93	7.70		Ruben
		Shaft Sand Wall				0.333	2.011	98.00	1.21	7.30			Ruben
						0.333	1.219	50.00	0.62	2.26			Ruben
						0.333	1.083	25.00	0.31	1.00			Ruben
5/15/2012	Tue	No production --											Ruben
5/16/2012	Wed	No production --											Ruben
5/17/2012	Thu	No production --											Ruben
5/18/2012	Fri	No production -- set up for shotcrete in shaft											Ruben
5/19/2012	Sat	No production -- Operators on standby for cancelled shoot			78	5.000	5.063	599.50	111.02	112.41			Ruben
5/21/2012	Mon	NE Shaft Lift 1			57	3.000	3.000	166.38	74.30	74.30			Ruben
5/22/2012	Tue	2-Line from E2 at B2 Level				4.000	4.000	112.50	17.33	17.33			Ruben
		E-Line from E2 at B2 Level				5.000	5.056	160.00	29.63	29.96			Ruben
		1-Line											Ruben
5/23/2012	Wed	Groundwires on G-Line, stayforms on E-Line			36	3.000	3.000	166.38	45.00	45.00			Ruben
5/24/2012	Thu	2-Line at B2 Level -- Top off				4.000	4.000	70.47	10.44	10.44			Ruben
		E-Line at B2 Level -- Top off				0.667	0.667	575.00	14.20	14.20			Ruben
		G-Line interior Wall				0.333	0.485	231.00	2.85	4.24			Ruben
		Extra Work Mud Mat E2 Pit	13789			5.000	5.038	546.00	97.66	98.42			Ruben
5/26/2012	Sat	NW Shaft Lift 1	13793			5.000	5.150	147.00	27.22	28.04			Ruben
5/29/2012	Tue	SE Shaft Lift 1			50	3.000	3.000	77.00	16.00	16.00			Ruben
		SE Shaft Lift 1 (Beam Encasement)				3.000	2.944	259.00	28.78	28.24			Ruben
		T1 Connector Walls				3.000	0.917	24.00	0.81	0.81			Ruben
		T1 Connector Walls				3.000	2.935	336.00	37.33	36.52			Ruben
		T1 Connector Walls					0.917	24.00	0.81	0.81			Ruben
TOTAL			8,113.47					639.53	731.76	45.53			
Sand Wall			3,161.25					COR 122 Sand Walls @ \$15/sf		\$ 47,418.75			
								45.53 COR 122 Sand Wall Overbreak		\$ 17,072.92			

Prepared By: Armando Ramos

**SUPERIOR GUNITE**• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 898-9199 • (323) 877-4861  
FAX: (818) 898-6699To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert StepienSENT VIA: email  
Date: October 4, 2012Project: MTA Contract C-26510 Site J  
Subject: May 2012 Sand Walls**CHANGE ORDER REQUEST: 9058-012.2 rev**

Dear Robert:

This letter is to provide official notification of a project change as follows:  
Extra work performed on the YCC project MTA Contract C-26510 for the month of May 2012:

DATE	DAY	DESCRIPTION	EWI No.	Cost
05/31/12		Overbreak 45.53 CY @ \$375/CY		17,073.75
				\$17,073.75

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and **YONKERS CONTRACTING CO.**, by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract      \$17,073.75  
Change to contract completion date      0 DAYS

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By Ron FedericoSigned:  
By: Robert Stepien

Date:

10/4/12

FILE:

# SUPERIOR GUNITE

12306 Van Nuy Blvd.  
Lakeview Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: VONKERS DATE: 5-1-12  
NAME OF JOB: site J SG FOREMAN: Ruben P92  
ADDRESS OF JOB: 3444 St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE

inside E-2				5808
Left half				
16"	23"	21"	20"	120 gallons ACCELERATOR
4"	26"	25"	21"	shot 40 yards
6"	24"	28"	26"	* NOZZLEMAN
10"	25"	26"	24"	LAUREN ARIZA
7"	26"	20"	26"	
11"	21"	25"	17"	

CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by  
Contractor shall be used for purposes of  
Shotcrete placement quantities  
verification.

SIGNATURE: [Signature] DATED: 5-1-12

COMPANY: VCC

TITLE: Owner

SUPERIOR GUNITE AGENTS SIGNATURE:

TITLE: SGPR

DATED: 5-1-12

MEMBER



CONTRACTOR'S LICENSE #378034





**SUPERIOR GUNITE**

- GUNITE CONSTRUCTION
- ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email  
Date: October 04, 2012

Project: MTA Contract C-26510 Site J  
Subject: May 2012 Sand Walls

**CHANGE ORDER REQUEST: 9058-012.3**

Dear Robert:

This letter is to provide official notification of a project change as follows:  
Extra work performed on the YCC project MTA Contract C-26510 for the month of May 2012:

DATE	DAY	DESCRIPTION	Unit \$.	Cost
05/31/12		Sand Walls - May after close out- 3161 sf	\$15.00	\$47,415

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and **YONKERS CONTRACTING CO.**, by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract      \$47,415  
Change to contract completion date      0 DAYS

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

Date:

10/4/12

FILE:

# SUPERIOR GUNITE

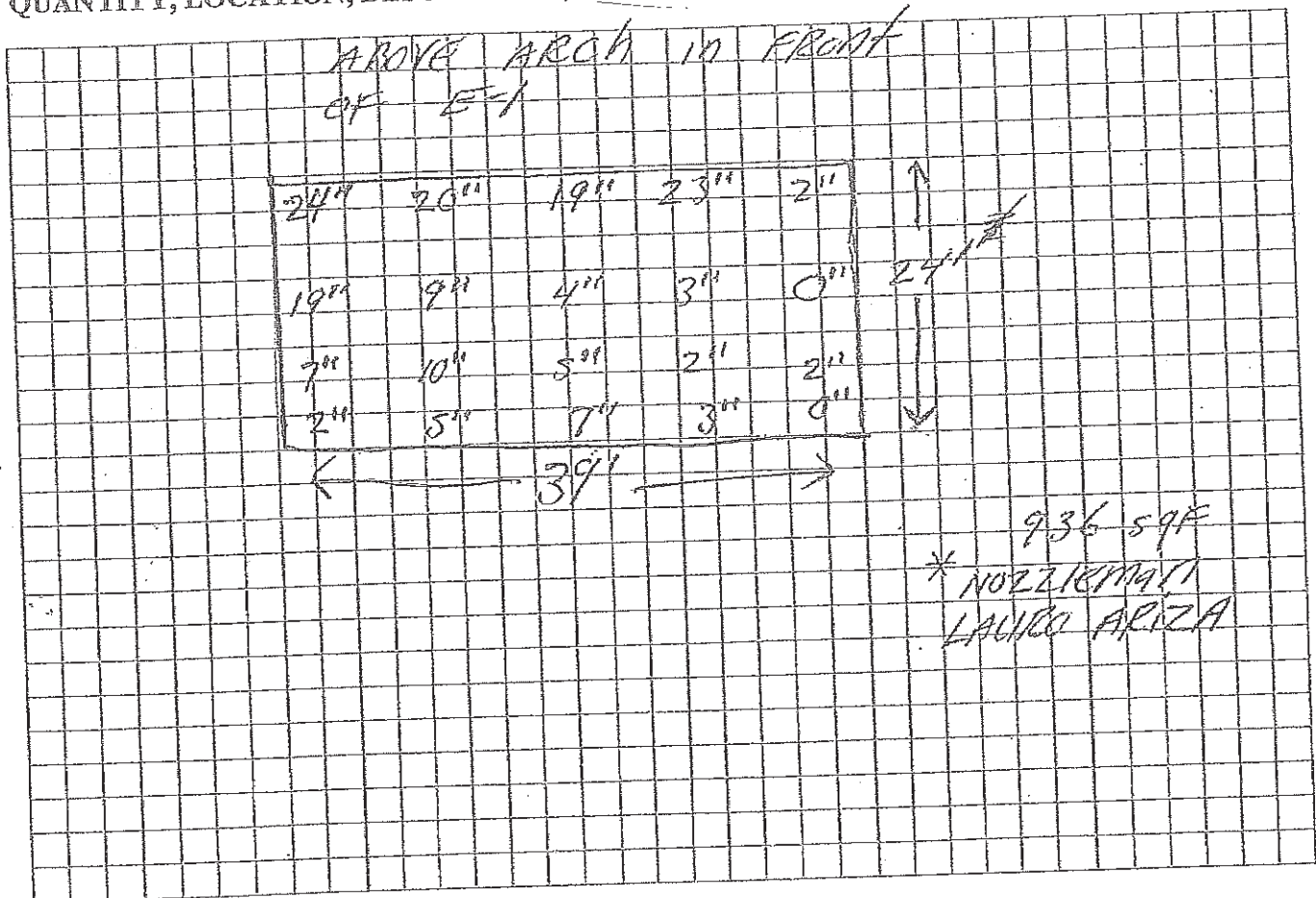
12306 Van Nuys Blvd.  
Lakeview Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 5-2-12  
NAME OF JOB: Site J SG FOREMAN: Ruben P92  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by  
Contractor shall be used for purposes of  
Shotcrete placement quantities  
verification.

SIGNATURE: [Signature] DATED: 5-2-12

COMPANY: Yonkers

TITLE: Owner

SUPERIOR GUNITE AGENTS SIGNATURE:

TITLE: SGPR  
DATED: 5-2-12

MEMBER



CONTRACTOR'S LICENSE #370034





# SUPERIOR GUNITE

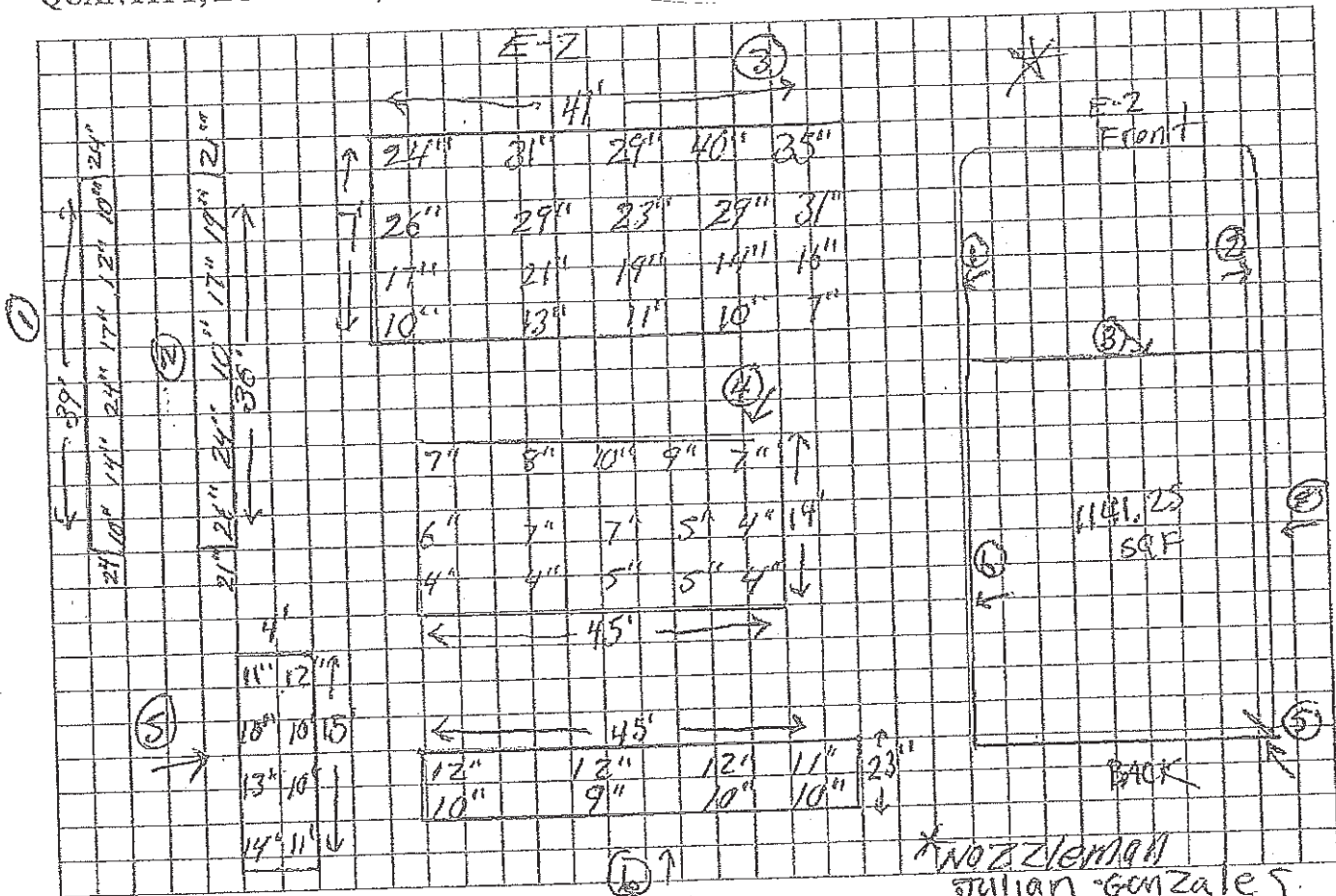
12306 Van Nuys Blvd.  
Lakeview Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: Yonkers DATE: 5/12/12  
NAME OF JOB: Site J SG FOREMAN: Ruben P9Z  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature]  
COMPANY: VCC  
TITLE: Q.A.

DATED: 5/12/12

SUPERIOR GUNITE AGENTS SIGNATURE:

TITLE: SGA  
DATED: 5/12/12



CONTRACTOR'S LICENSE #370034



# SUPERIOR GUNITE

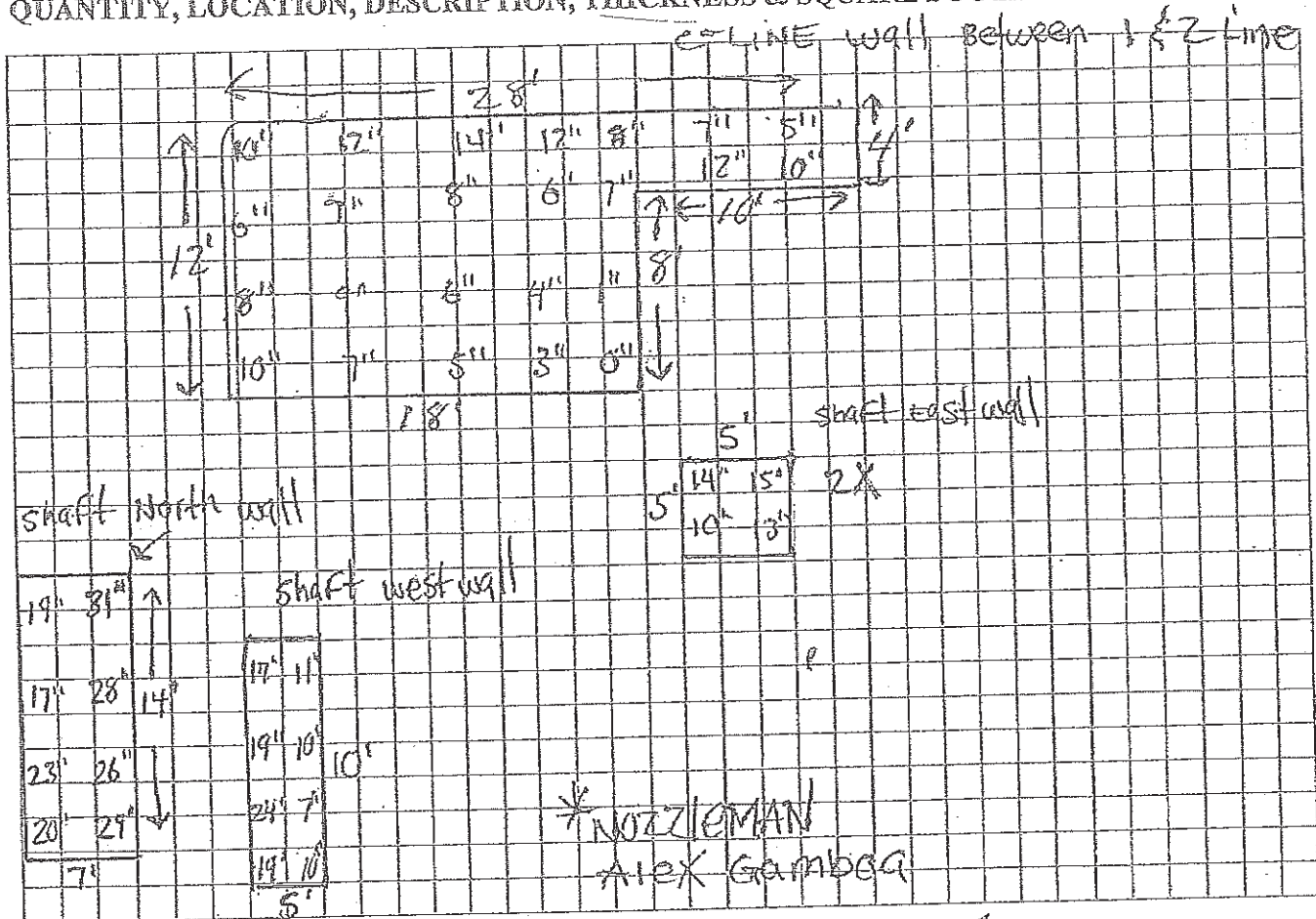
12306 Van Nuys Blvd.  
Lakeview Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: vonkers DATE: 5-14-12  
NAME OF JOB: site J SG FOREMAN: Ruben Piz  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature]

DATED: 5-14-12

COMPANY: VC

TITLE: QMA

SUPERIOR GUNITE AGENTS SIGNATURE: [Signature]

TITLE: SUP

DATED: 5/14/12

MEMBER



CONTRACTOR'S LICENSE #370034



# FOR GUNITE

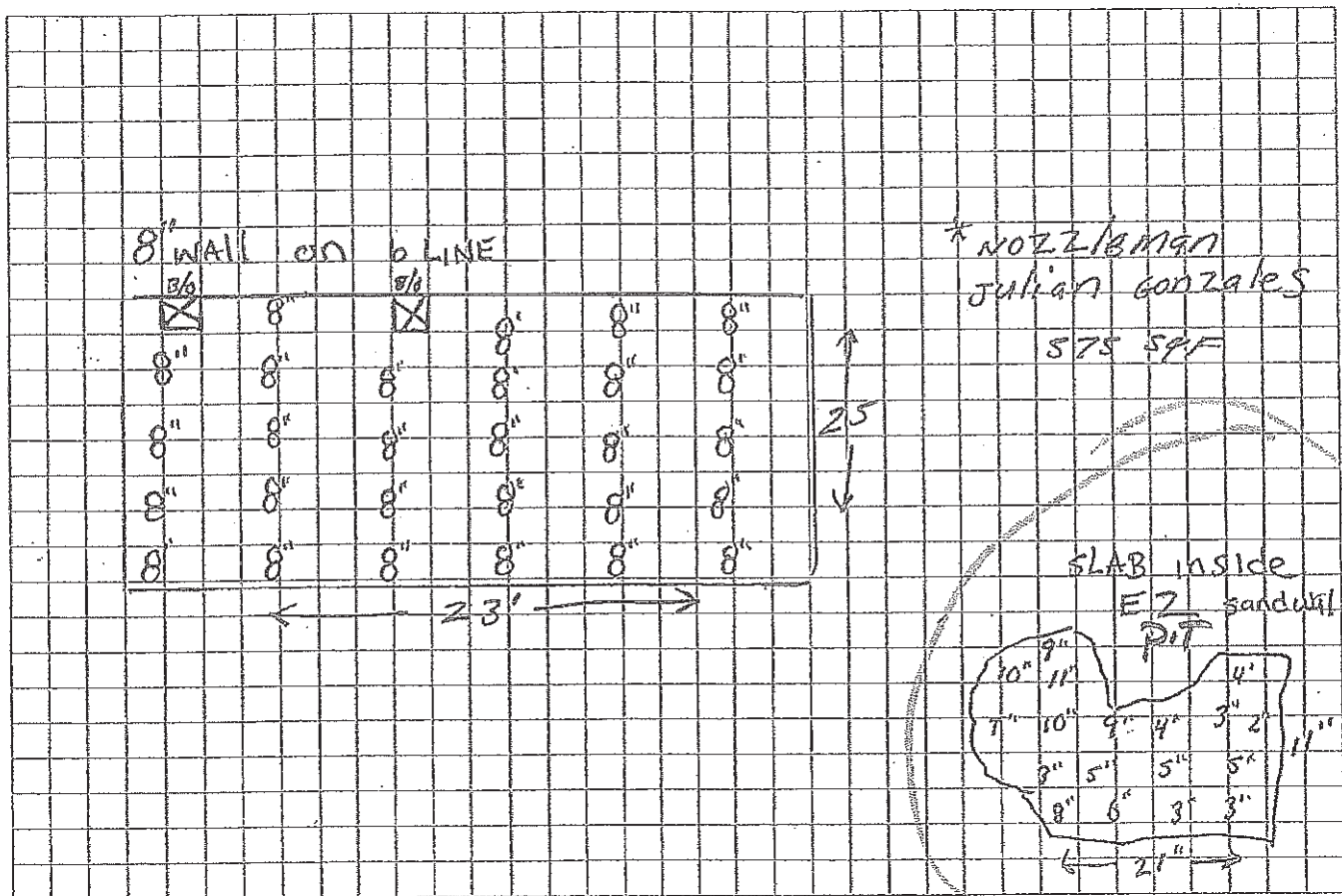
11445 Blvd.  
Terrace, CA. 91342  
6-9199 FAX: (818)896-6699  
Shotcrete.com

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- ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 5/24/12  
NAME OF JOB: site J SG FOREMAN: Jessie Chavez  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature] DATED: 5/24/12

COMPANY: YCC

TITLE: QM

SUPERIOR GUNITE AGENTS SIGNATURE:

TITLE: SUPR

DATED: 5/24/15



# SUPERIOR GUNITE

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12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: June 4, 2012

Project: MTA Contract C-26510 Site J  
Subject: Shotcrete Incline on 06-04-12  
Ref:

## CHANGE ORDER REQUEST: 9058-013.1

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Sand Wall work in the Escalator Pit of B1 Tunnel on June 4, 2012  
Contract Sand Wall of 427.5 Square Feet at \$15.00 per SF: \$6,412.00  
Overbreak of 44 Cubic Yards (in excess of design thickness) at \$375.00 per CY: \$16,500.00

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$22,912.50
Change to contract completion date	0 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:



SG-9058

PROJECT Site J  
CLIENT Yonkers

SITE J - SHOTCRETE RECAP OF WORK PERFORMED - COR 13

DATE	DAY	DESCRIPTION	COR #	Accel	Wait	Theo (Ft)	Act (Ft)	SF	Theo CY	Act CY	Over	CY Del.	Remarks
6/1/2012	FRI	Shaft Lift 1 West Wall				5,000	4,788	518.00	95.93	91.87		94.00	
6/4/2012	MON	E1 Sand Wall in Pit		180	70	0.333	2.833	427.50	5.28	44.86	39.58	50.00	COR 13.1
6/6/2012	WED	Sand Walls in Shaft B3 Level		190	0	0.333	0.833	390.00	4.81	8.43	8.61	50.00	COR 13.3
6/7/2012	WED	Sand Walls in E1 Pit			0	0.333	1.833	544.00	7.95	43.73	35.78	82.00	COR 13.3
6/7/2012	THU	Structural Wall 1-Line at B1 Level			110	2,000	2,038	992.50	73.52	74.90			COR 13.6
6/12/2012	TUE	E1 tunnel repairs			90	5,000	1,479	218.00	40.37	64.27		66.00	
6/13/2012	TUE	Structural Wall 6-Line and E-Line			90	5,000	5,272	532.00	96.52	99.78		110.00	
6/13/2012	WED	Structural Shaft Lift 2 Northwest			95	5,000	5,034	555.00	102.78	103.48		115.00	
6/15/2012	FRI	Structural Shaft Lift 2 Northeast			75	2,000	2,033	925.00	68.52	69.66		80.00	COR 13.4
6/16/2012	SAT	Structural Wall 1-Line at B1 Level b/t E and D			35	5,000	5,083	204.00	37.78	38.41		110.00	
6/23/2012	SAT	Structural Wall 6-Line and E-Line				2,000	2,022	294.01	21.78	22.01			
		Structural Wall 5-Line at E-Line				4,000		35.27		50.43		90.00	
		Structural Wall E-Line at 5-Line			10	5,000	5,104	425.00		60.34			
6/25/2012	MON	Shaft Lift 2, East and West walls into T1B Arch					2,250	110.00		9.17		140.00	COR 13.5
6/26/2012	TUE	E2 Pit Walls			25	5,000	5,697	491.98	91.11	103.25			
6/27/2012	WED	Structural Wall Shaft Lift 3 Northwest				2,500	2,250	546.64	50.61	45.55		70.00	
6/28/2012	THU	Structural Wall E-Line at 6-Line - Arch Collar			60	5,000	5,071	378.00	70.00	70.99		100.00	
		Structural Shaft Lift 3 Northeast			60		2,905	99.00		20.00			
6/29/2012	FRI	No production - mix rejected at plant (sand)				5,000	5,167	454.52	84.17	80.00			
TOTAL										8,240.42	853.12	1,125.14	78.97
Sand Wall										1,461.50	COR 13.13 Sand Walls @ \$10/sf		
										78.97	COR 13.13 Sand Wall Overbreak		

Prepared By: Armando Ramps



# SUPERIOR GUNITE

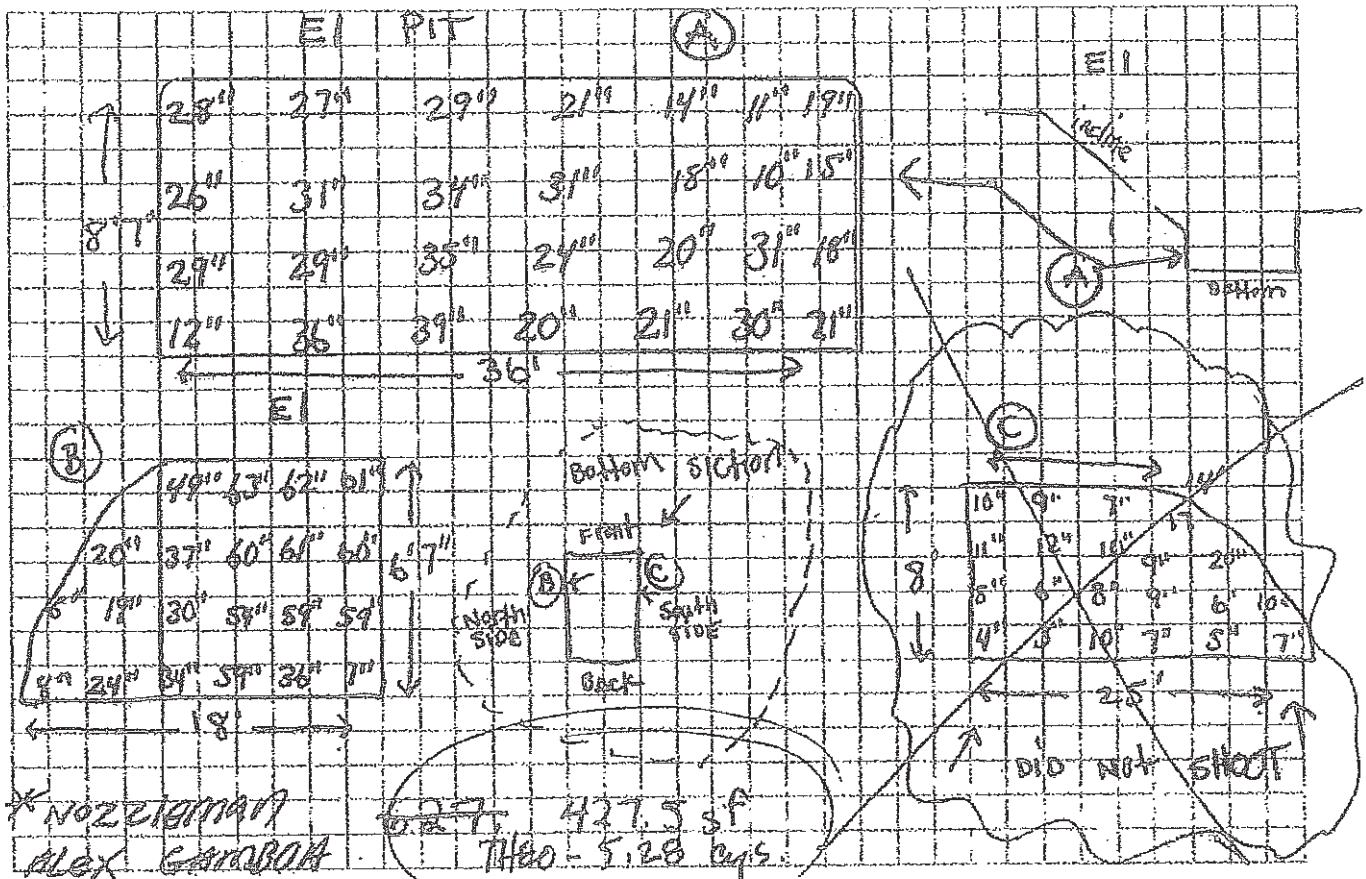
12306 Van Nuys Blvd.  
Lakeview Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

- GUNITE CONSTRUCTION
- ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 6-4-12  
NAME OF JOB: Site J SG FOREMAN: Ruben PRL  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature]

DATED: 6/4/12

COMPANY: YCC

TITLE: [Signature]

SUPERIOR GUNITE AGENTS SIGNATURE:

TITLE: SGPR

DATED: 6-4-12

\* 180 GPMs  
Accel. USED



CONTRACTOR'S LICENSE #370034



# SUPERIOR GUNITE

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• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: June 7, 2012

Project: MTA Contract C-26510 Site J  
Subject: Shotcrete Incline on 06-06-12  
Ref:

## CHANGE ORDER REQUEST: 9058-013.3R1

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Sand Wall work in the Escalator Pit of B1 Tunnel on June 6, 2012  
Contract Sand Wall of 644 Square Feet at \$15.00 per SF: \$9,660.00  
Overbreak of 32 Cubic Yards (in excess of design thickness) at \$375.00 per CY: \$12,000  
Shotcrete Sand Wall at B3 Level on June 6, 2012  
Contract Sand Wall of 390 Square Feet at \$15.00 per SF: \$5,850.00  
Overbreak of 4 Cubic Yards (in excess of design thickness) at \$375.00 per CY: \$1,500

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting, by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$29,010.00
Change to contract completion date	0 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

**SITE J - SHOTCRETE RECAP OF WORK PERFORMED - COR 13**

SG-9058

PROJECT Site J  
CLIENT Yonkers

DATE	DAY	DESCRIPTION	COR #	Accel.	Wait	Theo t (F)	Act. t (F)	SF	Theo CY	Act. CY	Over	CY Del.	Remarks
6/1/2012	FRI	Shaft Lift 1 West Wall				5.000	4.786	518.00	95.93	91.87		94.00	
6/4/2012	MON	E1 Sand Wall in Pit		180	70	0.333	2.833	427.50	5.28	44.86	39.58	50.00	COR 13.1
6/6/2012	WED	Sand Walls in Shaft B3 Level		190	0	0.333	0.583	390.000	4.81	8.43	3.61	50.00	COR 13.3
6/7/2012	THU	Sand Walls in E1 Pit				0.333	1.833	644.000	7.95	43.73	35.78	82.00	COR 13.3
6/7/2012	THU	Structural Wall 1-Line at B1 Level			110	2.000	2.038	992.50	73.52	74.90			
6/12/2012	TUE	E1 tunnel repairs					1.479			4.00		66.00	COR 13.6
6/12/2012	TUE	Structural Wall 6-Line and E-Line			90	5.000	5.272	218.00	40.37	64.27		110.00	
6/13/2012	WED	Structural Shaft Lift 2 Northwest			90	5.000	5.054	532.00	98.52	99.78		115.00	
6/15/2012	FRI	Structural Shaft Lift 2 Northeast			95	5.000	5.034	555.00	102.76	103.48		80.00	COR 13.4
6/16/2012	SAT	Structural Wall 1-Line at B1 Level b/t E and D			75	2.000	2.033	925.00	68.52	69.66		110.00	
6/23/2012	SAT	Structural Wall 6-Line and E-Line			35	5.000	5.083	204.00	37.78	38.41			
		Structural Wall 5-Line at E-Line				2.000	2.022	294.01	21.78	22.01		90.00	
		Structural Wall E-Line at S-Line				4.000		35.27		56.43			
6/25/2012	MON	Shaft Lift 2, East and West walls into T1B Arch			10	5.000	5.104	425.00		80.34		140.00	COR 13.5
6/26/2012	TUE	E2 Pit Walls			25	5.000	2.250	110.00	91.11	103.25		70.00	
6/27/2012	WED	Structural Wall Shaft Lift 3 Northwest			60	2.500	2.250	546.64	50.61	45.55		100.00	
6/28/2012	THU	Structural Wall E-Line at 6-Line - Arch Collar			60	5.000	5.071	378.00	70.00	70.99			
		Structural Shaft Lift 3 Northeast					2.905	99.00	84.17	80.00			
6/29/2012	FRI	No production - mix rejected at plant (sand)				5.000	5.187	454.52					
TOTAL										8,240.42	853.12	1,125.14	78.97
Sand Wall										1,461.50	COR 13.1-13.5	Sand Walls @ \$10.53	
										78.97	COR 13.1-13.5	Sand Wall Overbreak	

Prepared By: Armando Ramos

# SUPERIOR GUNITE

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Lakeview Terrace, CA. 91342  
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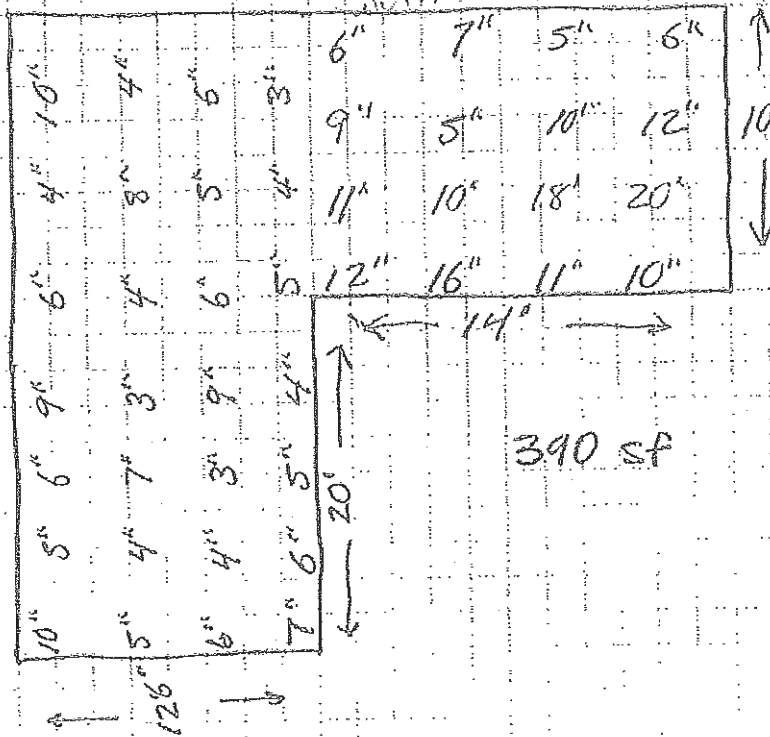
- GUNITE CONSTRUCTION
- ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 6-6-12  
NAME OF JOB: site it SG FOREMAN: Ruben Paz  
ADDRESS OF JOB: 34th st

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE

B3 LEVEL SANDWALL  
BY SHAFIT



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by  
Contractor shall be used for purposes of  
Shotcrete placement quantities  
verification.

SIGNATURE: [Signature] DATED: 6-6-12

COMPANY: YIC

TITLE: [Signature]

SUPERIOR GUNITE AGENTS SIGNATURE: [Signature]

TITLE: CH PK

DATED: 6-6-12



CONTRACTOR'S LICENSE #370034





# SUPERIOR GUNITE

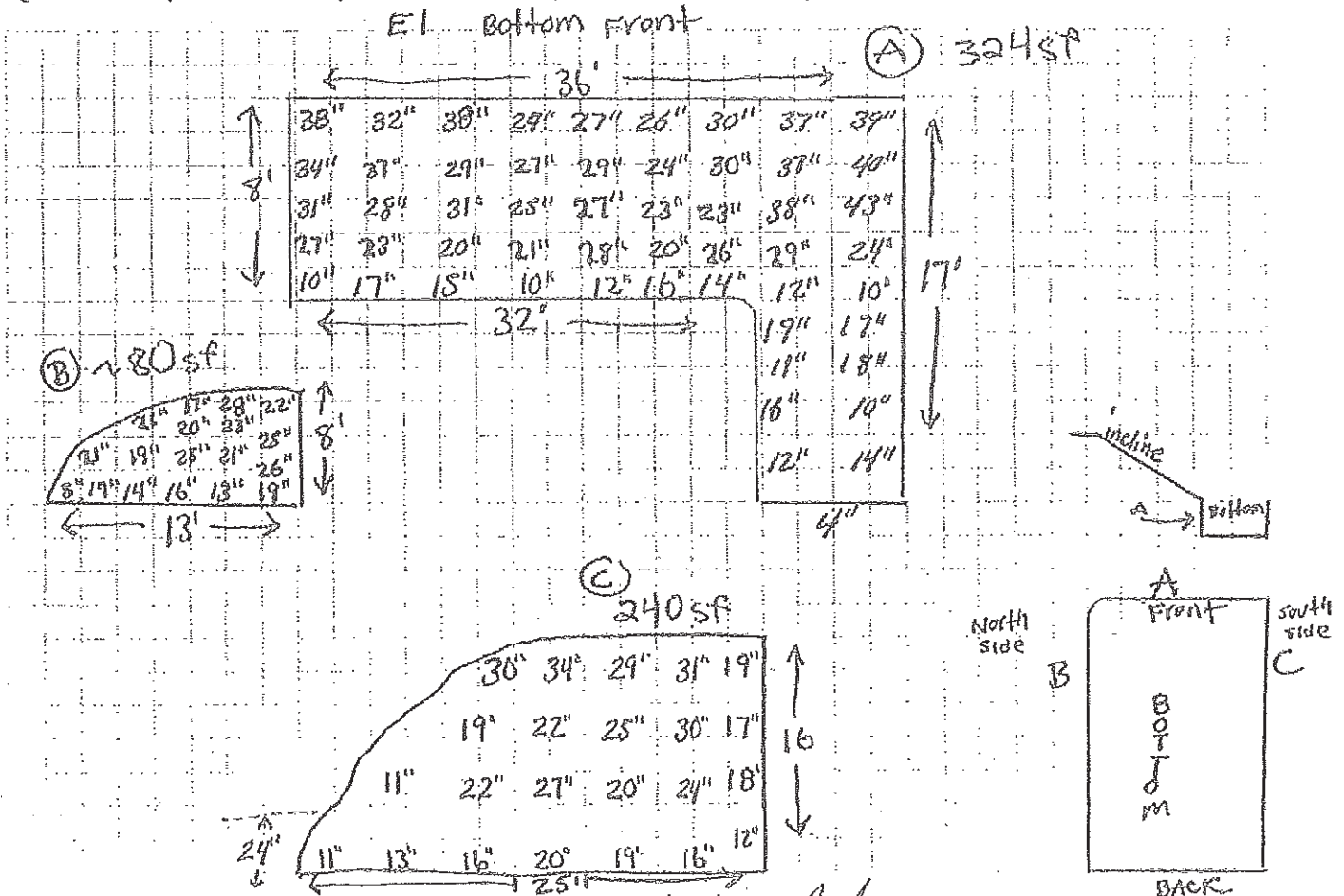
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(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

- GUNITE CONSTRUCTION
- ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 6-6-12  
NAME OF JOB: site J SG FOREMAN: Ruben PZ  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature]

DATED: 6-6-12

COMPANY: YONKERS

TITLE: [Signature]

SUPERIOR GUNITE AGENTS SIGNATURE: [Signature]

TITLE: [Signature]

DATED: \_\_\_\_\_

MEMBER



CONTRACTOR'S LICENSE #57903M





# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
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12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: June 15, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 06-16-12  
Ref:

## CHANGE ORDER REQUEST: 9058-013.4

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Structural Wall at 1-Line at B1 Level on Saturday, June 16, 2012.

The charges are for Premium Time and Plant Opening based on 10 hours of work. The cost will be revised if the actual time is less than or more than 10 hours.

Total: \$8,474.77 (no markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract  
Change to contract completion date

\$8,474.77  
1 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

Enclosure

/FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC

DATE OF WORK: 06/16/2012

Project: SITE J

RFI #: N/A

SG Job #: 9058

SG EWT #:

Work Description: Shotcreted a slab inside E2 tunnel as directed by YCC after shotcrete work on E-Line and 2-Line was done.

## LABOR AND EQUIPMENT

UPDATED:

5/14/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL		LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1	SUPERINTENDENT	-8.0	\$110.88	9.0	\$144.08		\$177.48	\$411.30
	SHOTCRETE PUMPS		\$188.00	\$0.00	1	LABOR FOREMAN	-8.0	\$84.29	9.0	\$110.75		\$137.22	\$322.46
	BACKUP PUMP		\$68.00	\$0.00	1	OPERATOR PUMP - 14	-8.0	\$104.14		\$140.63	9.0	\$175.28	\$744.39
	375 COMPRESSOR		\$29.00	\$0.00	1	OPERATOR PUMP - 15	-8.0	\$98.65		\$134.01	9.0	\$167.54	\$717.09
	1 TON TRUCK		\$43.00	\$0.00	1	WIREMAN	-8.0	\$82.31	8.0	\$107.62		\$132.73	\$201.70
	ACC PUMP		\$23.00	\$0.00	1	NOZZLEMAN	-8.0	\$82.31	8.0	\$107.62		\$132.73	\$201.70
	TEST CORES					LABOR FOREMAN II		\$84.02		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4	RODMAN / GUNMAN	-8.0	\$82.31	8.0	\$107.52		\$132.73	\$201.70
	DRILLING / ANCHORS				2	LABORER 731	-8.0	\$77.13	8.0	\$102.35		\$127.56	\$201.70
	JACK LEG DRILL		\$28.00	\$0.00	1	LABORER 731	-8.0	\$77.13	8.0	\$102.35		\$127.56	\$201.70
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 13-24		\$76.69		\$99.09		\$121.49	\$0.00
						LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
						CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING					JOURNEYMAN CARP.		\$102.78		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00		MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	13	TOTAL CREWMEN	-72.0		58.0		18.0		\$3,203.74
	6' PLASTER JACKS		\$5.00	\$0.00		SUBSISTENCE	UNIT	RATE					TOTAL
	4' PLASTER JACKS		\$4.00	\$0.00	1	SUPERINTENDENT		\$85.00					\$85.00
	WIRES				1	FOREMAN		\$85.00					\$85.00
	WIREMAN DRILLS		\$12.00	\$0.00	0	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	6	LABORER		\$75.00					\$450.00
	CONCRETE DRILLS		\$8.00	\$0.00	0	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	8	TOTAL COST							\$630.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE					TOTAL
	READY MIX CONCRETE	CYS	\$150.00	\$0.00	1	PLANT OPEN	8	250					\$2,000.00
	PLANT OPENING FEES	EA		\$0.00	2	NIGHT TRUCKS	9	146.7					\$2,640.60
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00									\$0.00
	CURING COMPOUND	GAL		\$0.00									\$0.00
	HIRIB SHOTCRETE STOP	EA		\$0.00									\$0.00
	BOLSTER CHAIRS - 1.5'X8	EA		\$0.00									\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00									\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00									\$0.00
	TOTAL COST			\$0.00		TOTAL COST							\$4,640.60

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$3,203.74
SMALL TOOLS / PER MAN 13	\$0.00	\$0.00	SUBSISTENCE	\$85.00
MATERIALS / SUBCONTRACTS	\$4,640.60		LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX 0.00%	\$0.00			
SUBTOTAL COSTS	\$4,640.60		SUBTOTAL COSTS	\$3,833.74
EQ/MAT/SUBS OH & PROFIT 0%	\$0.00		LABOR OH & PROFIT 0%	\$0.00
TOTAL	\$4,640.60		TOTAL	\$3,833.74

TOTAL INVOICE AMOUNT

\$8,474.34

PREPARED BY Amando Ramos

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: June 25, 2012

Project: MTA Contract C-26510 Site J  
Subject: Pit Walls in Tunnel E2 on 06-26-12 (revision 2)  
Ref:

## CHANGE ORDER REQUEST: 9058-013.5

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Pit Walls in Tunnel E2 on Tuesday, June 26, 2012.  
Approximately 142 cubic yards of concrete at the rate of \$465/cy.  
Total: \$66,030


Backforming with ribbed expanded metal, if required, will cost \$5/sf.

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by **AS SOON AS POSSIBLE**. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$66,030
Change to contract completion date	1 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

~~Yes, it is confirmed.~~

Rob

---

**From:** Kalo Franklin [mailto:Kalo.Franklin@shotcrete.com]  
**Sent:** Monday, June 25, 2012 04:32 PM  
**To:** Robert Stepien; Armando Ramos <Armando.Ramos@shotcrete.com>  
**Cc:** Ron Federico <Ron.Federico@shotcrete.com>; Nick Hacopian <Nick.Hacopian@shotcrete.com>  
**Subject:** RE: Change Order Request for E2 Pit Walls

Rob,

~~Please confirm whether this price is acceptable so we can confirm shotcrete placement for tomorrow (06/26/12).~~

Thank you,

*Kalo Franklin*

**SUPERIOR GUNITE**  
12306 Van Nuys Blvd., Lakeview Terrace, CA 91342  
Office Phone: 818.896.9199 Fax: 818.896.6699  
Cell: 818.391.3660

---

**From:** Armando Ramos  
**Sent:** Monday, June 25, 2012 12:12 PM  
**To:** Kalo Franklin  
**Subject:** FW: Change Order Request for E2 Pit Walls

fyi

---

**From:** Robert Stepien [mailto:rstepien@yonkerscontractingco.com]  
**Sent:** Monday, June 25, 2012 3:06 PM  
**To:** Ron Federico; Armando Ramos  
**Cc:** Jim Strobel  
**Subject:** RE: Change Order Request for E2 Pit Walls

Ron/Armando - \$600/cy for the pit walls? You are at \$400/cy for the shaft walls in your subcontract. Please review your price.  
Rob

---

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Monday, June 25, 2012 12:35 PM  
**To:** Robert Stepien; Andrew Chenault  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian  
**Subject:** Change Order Request for E2 Pit Walls

Armando Ramos  
Project Engineer

SUPERIOR GUNITE

**Armando Ramos**

---

**From:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Sent:** Monday, June 25, 2012 3:06 PM  
**To:** Ron Federico; Armando Ramos  
**Cc:** Jim Strobel  
**Subject:** RE: Change Order Request for E2 Pit Walls

Ron/Armando - \$600/cy for the pit walls? You are at \$400/cy for the shaft walls in your subcontract. Please review your price.  
Rob

---

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Monday, June 25, 2012 12:35 PM  
**To:** Robert Stepien; Andrew Chenault  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian  
**Subject:** Change Order Request for E2 Pit Walls

Armando Ramos  
Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12308 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 898-9199 • (323) 877-4861  
FAX: (818) 898-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: June 28, 2012

Project: MTA Contract C-26510 Site J  
Subject: E1 Tunnel Fill-ins on 06-07-12  
Ref:

## CHANGE ORDER REQUEST: 9058-013.6

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete to fill in voids in Tunnel E2 at corners between the sidewalls and inclined mud mat on Thursday, June 07, 2012.

Total: \$6,300

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by **AS SOON AS POSSIBLE**. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$6,300
Change to contract completion date	0 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 06/07/2012

RFI #: N/A

SG EWT #:

Work Description: Shotcrete to fill in voids in Tunnel E2 at corners between the sidewalls and included mud mat

## LABOR AND EQUIPMENT

UPDATED:

5/14/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT		\$110.88	3.0	\$144.08		\$177.48	\$432.24
	SHOTCRETE PUMPS		\$188.00	\$0.00	1 LABOR FOREMAN		\$84.29	3.0	\$110.75		\$137.22	\$332.28
	BACK UP PUMP		\$68.00	\$0.00	1 OPERATOR PUMP - 14		\$104.14		\$140.63	3.0	\$175.28	\$525.84
	375 COMPRESSOR		\$29.00	\$0.00	1 OPERATOR PUMP - 15		\$98.85		\$134.01	3.0	\$167.54	\$502.62
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN		\$82.31	1.5	\$107.52		\$132.73	\$161.28
	ACC PUMP		\$23.00	\$0.00	2 NOZZLEMAN		\$82.31	3.0	\$107.52		\$132.73	\$645.12
	TEST CORING				LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4 RODMAN / GUNMAN		\$82.31	3.0	\$107.52		\$132.73	\$322.56
	DRILLING / ANCHORS				2 LABORER 731		\$77.13	3.0	\$102.35		\$127.56	\$307.04
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$108.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.87		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.89		\$99.09		\$121.49	\$0.00
				\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
				\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.66	\$0.00
	SCAFFOLDING				JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1 MASON	8	\$96.85	3.0	\$123.11		\$149.38	\$1,144.11
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	14 TOTAL CREWMEN	8.0		19.5		6.0		\$4,373.07
	6" PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					
	4" PLASTER JACKS		\$4.00	\$0.00	0 SUPERINTENDENT		\$95.00					\$0.00
	WIRES				0 FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	0 CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	0 LABORER		\$75.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	0 OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	0 TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
4	READY MIX CONCRETE	CYS	\$150.00	\$600.00		PLANT OPEN		250	\$0.00
	PLANT OPENING FEES	EA		\$0.00	1	NIGHT TRUCKS	3.5	155	\$542.50
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
10	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5" X 3"	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$600.00		TOTAL COST			\$542.50

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST		\$4,373.07
SMALL TOOLS / PER MAN	0	\$85.00	SUBSISTENCE		\$0.00
MATERIALS / SUBCONTRACTS		\$1,142.50	LABOR SURCHARGE		\$0.00
NEW YORK SALES TAX	0.00%	\$0.00			
SUBTOTAL COSTS		\$1,142.50	SUBTOTAL COSTS		\$4,373.07
EQ/MAT/SUBS OH & PROFIT	11%	\$128.53	LABOR OH & PROFIT	15%	\$655.96
TOTAL		\$1,271.03	TOTAL		\$5,029.03

TOTAL INVOICE AMOUNT

\$6,200.07

PREPARED BY Armando Ramos

# RIOR GUNITE

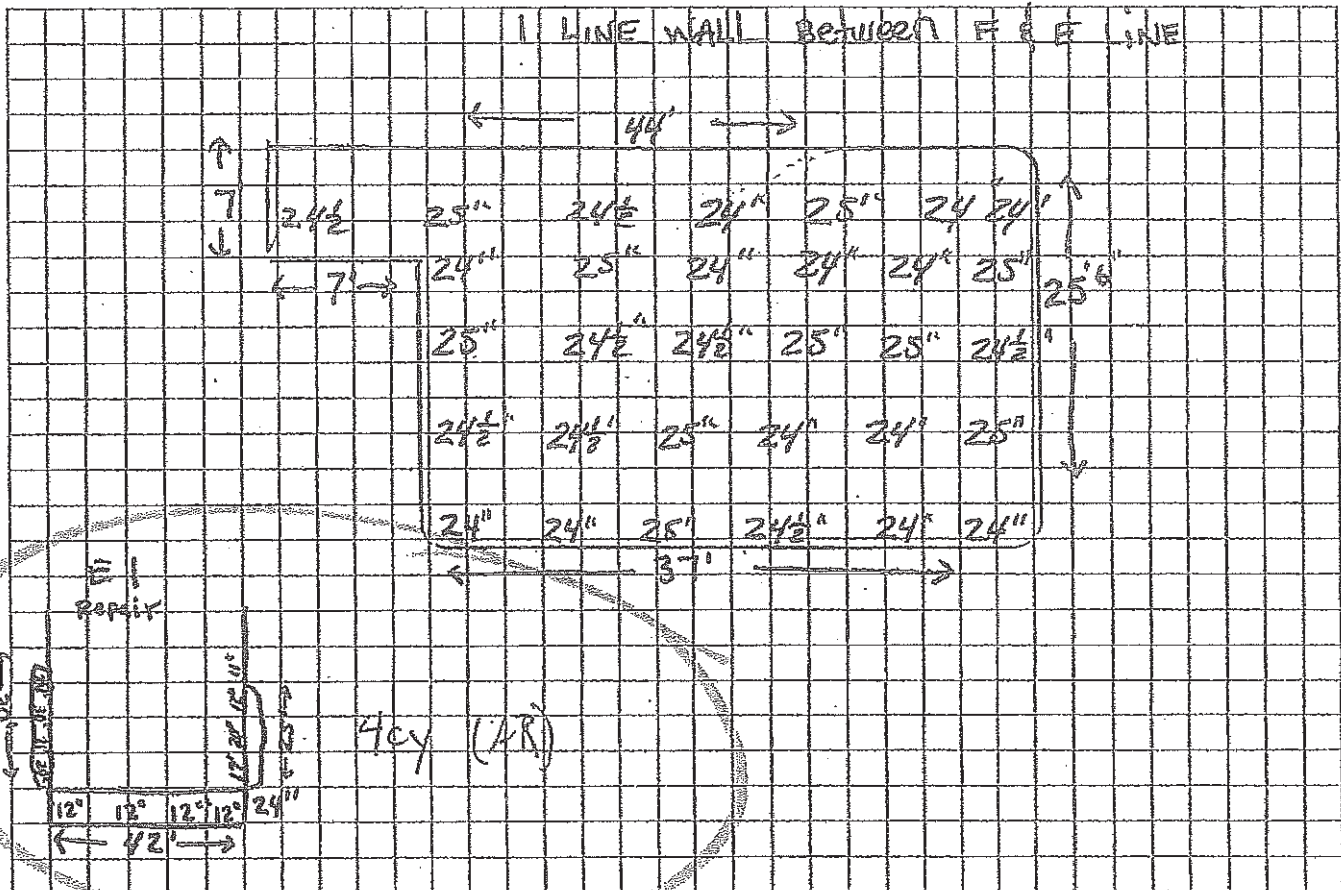
86 Van Nuys Blvd.  
Lakeview Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 6-7-12  
NAME OF JOB: site J SG FOREMAN: Jessie Chavez  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature] DATED: 6-7-12

COMPANY: YCC

TITLE: [Signature]

SUPERIOR GUNITE AGENTS SIGNATURE:

TITLE: [Signature]

DATED: 6-7-12

MEMBER



CONTRACTOR'S LICENSE #370036



PKUM

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.,  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 2  
Invoice No. : 00025480  
Invoice Date : 6/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

6/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00035477	6/06/12	W.O. CEMENT STABILIZER WO	180.000	T	0.110
00035477	6/06/12	ADDDPLA	200.000	T	0.140
00035477	6/06/12	WAITING TIME WT	1.000	E	125.000
00035484	6/06/12	6000 PSI SHOTCRETE 60SC-SUP	10.000	T	114.800
00035484	6/06/12	W.O. CEMENT STABILIZER WO	181.000	T	0.110
00035484	6/06/12	ADDDPLA	200.000	T	0.140
00035484	6/06/12	WAITING TIME WT	1.500	E	125.000
00035496	6/06/12	6000 PSI SHOTCRETE 60SC-SUP	10.000	T	114.800
00035496	6/06/12	W.O. CEMENT STABILIZER WO	181.000	T	0.110
00035496	6/06/12	ADDDPLA	200.000	T	0.140
00035496	6/06/12	WAITING TIME WT	1.000	E	125.000
00035505	6/06/12	6000 PSI SHOTCRETE 60SC-SUP	10.000	T	114.800
00035505	6/06/12	W.O. CEMENT STABILIZER WO	182.000	T	0.110
00035505	6/06/12	ADDDPLA	200.000	T	0.140
00035505	6/06/12	WAITING TIME WT	.500	E	125.000
00035520	6/07/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00035520	6/07/12	W.O. CEMENT STABILIZER WO	200.000	T	0.110
00035523	6/07/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00035523	6/07/12	W.O. CEMENT STABILIZER WO	201.000	T	0.110
00035523	6/07/12	WAITING TIME WT	1.000	E	125.000
00035526	6/07/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00035526	6/07/12	W.O. CEMENT STABILIZER WO	201.000	T	0.110
00035534	6/07/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00035534	6/07/12	W.O. CEMENT STABILIZER WO	201.000	T	0.110
00035534	6/07/12	DRIVER & TRUCK CHARGE DR-TRU	3.500	T	155.000

FROM

(WED) JUN 20 2012 10:50/ST. 10:48/NO. 7511321532 P 5

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 7  
 Invoice No. : 00025480  
 Invoice Date : 6/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

6/15/12 NET 30 DAYS COST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00075152	6/13/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075159	6/13/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075159	6/13/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075174	6/13/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075174	6/13/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075174	6/13/12	WAITING TIME WT	1.500	E	125.000
00075234	6/15/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075234	6/15/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075237	6/15/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075237	6/15/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075237	6/15/12	WAITING TIME WT	.500	E	125.000
00075254	6/15/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075254	6/15/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075254	6/15/12	WAITING TIME WT	1.000	E	125.000
TOTAL UNITS/XDS/TONS/MT			13,731.500		

## \*\*\* INVOICE PRODUCT SUMMARY\*\*\*

PRODUCT DESCRIPTION	UNITS	PRICE	AMOUNT	TAX
6000 PSI SHOTCRETE	467.00	124.80	58,281.60	
W.O. CEMENT STABILIZER	11125.00	.11	1,223.75	
WAITING TIME	31.00	125.00	3,875.00	
6000 PSI SHOTCRETE	100.00	114.80	11,480.00	
ADDITIONAL PLASTOL	2000.00	.14	280.00	
DRIVER & TRUCK CHARGE	8.50	155.00	1,317.50	

\*\*\*\* TOTAL INVOICE AMT DUE \*\*\*\*>>>>>>

76,457.85

2 (3875.00)

72582.85



# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: June 28, 2012

Project: MTA Contract C-26510 Site J  
Subject: B2 Slab on 06-29-12  
Ref:

## CHANGE ORDER REQUEST: 9058-013.7

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Structural 3ft Thick Slab at B2 Level in continuation from eastern B3 Level wall on Friday,  
June 29, 2012.

-Approximately 54 Cubic Yards of concrete at \$400/cy  
-Estimated Total: \$21,600

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$21,600
Change to contract completion date	1 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

## Armando Ramos

---

**From:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Sent:** Thursday, June 28, 2012 5:38 PM  
**To:** Armando Ramos  
**Subject:** Re: shotcrete for friday

~~Okay to proceed~~  
Rob

---

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Thursday, June 28, 2012 05:31 PM  
**To:** Robert Stepien; Kalo Franklin <Kalo.Franklin@shotcrete.com>; Ron Federico <Ron.Federico@shotcrete.com>  
**Cc:** Andrew Chenault; Nick Hacopian <Nick.Hacopian@shotcrete.com>; Mike Lloyd  
**Subject:** RE: shotcrete for friday

~~Change order request attached~~  
~~Yardage is based on field measurements~~

Regards,  
Armando

---

**From:** Robert Stepien [mailto:rstepien@yonkerscontractingco.com]  
**Sent:** Thursday, June 28, 2012 5:07 PM  
**To:** Kalo Franklin; Ron Federico  
**Cc:** Andrew Chenault; Armando Ramos; Nick Hacopian; Mike Lloyd  
**Subject:** shotcrete for friday

Kalo- I talked this over with Armando. We want you to shoot the B3 to B2 wall and a piece of B2 slab tomorrow just east of the shaft. It is 75+/- cy total. Please order concrete for tomorrow and wire tonight.

Ron -- Pls call me to discuss price for the slab portion. The wall is in your contract. Armando says \$400/cy. Maybe you can do better because it is attached to the wall pour? Maybe \$300/cy to keep this week's momentum going? What do you say? (I got a 25% off coupon from SG in the mail the other day. Can I use it? It didn't expire yet.)

Five pours in five days, not to shabby. We have to keep this going.  
Let me know.  
Rob

---

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

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# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: August 1, 2012

Project: MTA Contract C-26510 Site J  
Subject: Pit Walls in Tunnel E1 on 07-05-12 (revised)  
Ref:

## CHANGE ORDER REQUEST: 9058-014.1

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Pit Walls in Tunnel E1 on Tuesday, July 5, 2012.  
-Approximately 140 cubic yards of concrete at the rate of \$465/cy.  
-Concrete Plant and Driver Overtime Charges: \$9,705.00  
-Premium time for wireman working on July 4, 2012 (8 hours): \$563.39  
Total: \$75,368.00

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$75,368.00
Change to contract completion date	2 Days

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058  
Work Description:

DATE OF WORK: 07/05/2012  
RFI #: N/A  
SG EWT #: N/A

## LABOR AND EQUIPMENT

UPDATED:

6/15/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				SUPERINTENDENT		\$110.68		\$144.08		\$177.48	\$0.00
	SHOTCRETE PUMPS		\$188.00	\$0.00	LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	OPERATOR PUMP - 14		\$104.14		\$140.63		\$178.28	\$0.00
	375 COMPRESSOR		\$29.00	\$0.00	OPERATOR PUMP - 15		\$98.85		\$134.01		\$167.54	\$0.00
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN	-8.0	\$82.31		\$107.52	8.0	\$132.73	\$403.39
	ACC PUMP		\$23.00	\$0.00	NOZZLEMAN		\$82.31		\$107.52		\$132.73	\$0.00
	TEST CORING				LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	RODMAN / GUNMAN		\$82.31		\$107.52		\$132.73	\$0.00
	DRILLING / ANCHORS				LABORER 731		\$77.13		\$102.35		\$127.56	\$0.00
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
				\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING				JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	1 TOTAL CREWMEN	-8.0		0.0		8.0		\$403.39
	6' PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4' PLASTER JACKS		\$4.00	\$0.00	SUPERINTENDENT		\$95.00					\$0.00
	WIRES				FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	1 LABORER		\$75.00					\$75.00
	CONCRETE DRILLS		\$8.00	\$0.00	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	1 TOTAL COST							\$75.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00	1 PLANT OPEN		1	250	\$250.00
	PLANT OPENING FEES	EA		\$0.00	1 NIGHT TRUCKS		1	9455	\$9,455.00
	PLASIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5" X3	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00	TOTAL COST				\$9,705.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$403.39
SMALL TOOLS / PER MAN	1	\$85.00	SUBSISTENCE	\$75.00
MATERIALS / SUBCONTRACTS		\$9,705.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$9,780.00	SUBTOTAL COSTS	\$478.39
EQUIP/MAT/SUBS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	0%
TOTAL		\$9,780.00	TOTAL	\$478.39

TOTAL INVOICE AMOUNT

\$10,268.39

PREPARED BY Armando Ramos

Armando Ramos

---

**From:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Sent:** Friday, July 06, 2012 1:20 PM  
**To:** Armando Ramos  
**Subject:** Re: COR E1 Pit

~~Yes, same terms as E2 pit walls.~~  
Rob

---

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Friday, July 06, 2012 12:13 PM  
**To:** Armando Ramos <Armando.Ramos@shotcrete.com>; Robert Stepien  
**Cc:** Kalo Franklin <Kalo.Franklin@shotcrete.com>; Andrew Chenault; Jim Strobel; Ron Federico <Ron.Federico@shotcrete.com>  
**Subject:** Re: COR E1 Pit

~~Rob, I need a confirmation reply for this please.~~

Armando

Sent from my HTC smartphone on the Now Network from Sprint!

----- Reply message -----

**From:** "Armando Ramos" <Armando.Ramos@shotcrete.com>  
**To:** "Robert Stepien" <rstepien@yonkerscontractingco.com>  
**Cc:** "Kalo Franklin" <Kalo.Franklin@shotcrete.com>, "achenault@yonkerscontractingco.com" <achenault@yonkerscontractingco.com>, "Jim Strobel" <jstrobel@yonkerscontractingco.com>  
**Subject:** COR E1 Pit  
**Date:** Tue, Jul 3, 2012 5:45 pm

~~Yes. Sorry about that. Attached is the revised COR.~~

Armando

---

**From:** Robert Stepien [mailto:rstepien@yonkerscontractingco.com]  
**Sent:** Tuesday, July 03, 2012 3:25 PM  
**To:** Armando Ramos  
**Subject:** RE: COR E1 Pit

Armando -- This is not hat Ron charged me on the E2 pit.  
Rob

---

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Tuesday, July 03, 2012 3:05 PM  
**To:** Robert Stepien  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; Andrew Chenault; Jim Strobel  
**Subject:** COR E1 Pit



# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPEETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 7  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00075694	7/05/12	6000 PSI SHOTCRETE 4	60SCS-SU.	10.000 T /	124.800
00075694	7/05/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00075694	7/05/12	WAITING TIME	WT	.500 E	125.000
00075697	7/05/12	6000 PSI SHOTCRETE 4	60SCS-SU.	10.000 T /	124.800
00075697	7/05/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00075697	7/05/12	WAITING TIME	WT	.500 E	125.000
00075701	7/05/12	6000 PSI SHOTCRETE 4	60SCS-SU.	10.000 T /	124.800
00075701	7/05/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00075701	7/05/12	WAITING TIME	WT	1.000 E	125.000
00075708	7/05/12	6000 PSI SHOTCRETE 4	60SCS-SU.	10.000 T /	124.800
00075708	7/05/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00075711	7/05/12	6000 PSI SHOTCRETE 4	60SCS-SU.	10.000 T /	124.800
00075711	7/05/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00075724	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T /		99.800
00075724	7/05/12	W.O. CEMENT STABILIZER WO	248.000 T		0.110
00075724	7/05/12	P.M. PLANT OPENING CHA.FM-POC	12.000 T		250.000
00075725	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T /		99.800
00075725	7/05/12	W.O. CEMENT STABILIZER WO	248.000 T		0.110
00075725	7/05/12	DRIVER & TRUCK CHARGE DR-TRU	11.000 T		155.000
00075726	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T /		99.800
00075726	7/05/12	W.O. CEMENT STABILIZER WO	248.000 T		0.110
00075726	7/05/12	DRIVER & TRUCK CHARGE DR-TRU	10.500 T		155.000
00075727	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T /		99.800
00075727	7/05/12	W.O. CEMENT STABILIZER WO	248.000 T		0.110
00075727	7/05/12	DRIVER & TRUCK CHARGE DR-TRU	8.000 T		155.000

1,705

1,627.5

1,240

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 8  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00075728	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075728	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075729	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075729	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075729	7/05/12	DRIVER & TRUCK CHARGE DR-TRU	9.500	T	155.000
00075730	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075730	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075730	7/05/12	DRIVER & TRUCK CHARGE DR-TRU	10.000	T	155.000
00075731	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075731	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075732	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075732	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075733	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075733	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075733	7/05/12	DRIVER & TRUCK CHARGE DR-TRU	12.000	T	155.000
00075734	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075734	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075735	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075735	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075736	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075736	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075737	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075737	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110
00075738	7/05/12	6000 PSI SPECIAL PRICE 60SCS.SP <sup>1</sup>	10.000	T <sup>1</sup>	99.800
00075738	7/05/12	W.O. CEMENT STABILIZER WO	248.000	T	0.110

1,472.5

1,550

1,960

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: August 1, 2012

Project: MTA Contract C-26510 Site J  
Subject: Plant Costs on 07-11-12 (revised)  
Ref:

## CHANGE ORDER REQUEST: 9058-014.3

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Shaft Lift 4 Pour #3 Wednesday, July 11, 2012.

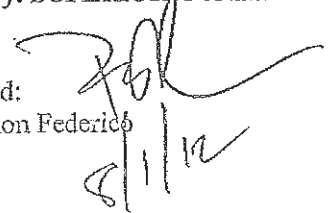
The charges are for Plant Opening and Trucking Costs based on 8 hours of swing shift work.  
Plant Opening and trucking fees: \$8,341.00

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$8,341.00 (with Mark up)
Change to contract completion date	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPEETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 3  
 Invoice No. : 00025587  
 Invoice Date : 7/15/12

TO: SUPERIOR GONITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00036044	7/09/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036044	7/09/12	W.O. CEMENT STABILIZER WO	201.000 T		0.110
00036044	7/09/12	WAITING TIME	WT	1.500 E	125.000
00036046	7/09/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036046	7/09/12	W.O. CEMENT STABILIZER WO	201.000 T		0.110
00036046	7/09/12	WAITING TIME	WT	.500 E	125.000
00036049	7/09/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036049	7/09/12	W.O. CEMENT STABILIZER WO	200.000 T		0.110
00036050	7/09/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036050	7/09/12	W.O. CEMENT STABILIZER WO	201.000 T		0.110
00036051	7/10/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036051	7/10/12	W.O. CEMENT STABILIZER WO	201.000 T		0.110
00036051	7/10/12	WAITING TIME	WT	.500 E	125.000
00036053	7/10/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036053	7/10/12	W.O. CEMENT STABILIZER WO	200.000 T		0.110
00036059	7/10/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036059	7/10/12	W.O. CEMENT STABILIZER WO	201.000 T		0.110
00036059	7/10/12	WAITING TIME	WT	.500 E	125.000
00036062	7/10/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036062	7/10/12	W.O. CEMENT STABILIZER WO	201.000 T		0.110
00036062	7/10/12	WAITING TIME	WT	.500 E	125.000
00036067	7/11/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036067	7/11/12	W.O. CEMENT STABILIZER WO	201.000 T		0.110
00036078	7/11/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036078	7/11/12	W.O. CEMENT STABILIZER WO	201.000 T		0.110

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 4  
Invoice No: 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00036082	7/11/12	6000 PSI SHOTCRETE } 60SCS-SU.	10.000	T	124.800
00036082	7/11/12	W.O. CEMENT STABILIZER WO	201.000	T	0.110
00036086	7/11/12	6000 PSI SHOTCRETE 4 60SCS-SU.	10.000	T	124.800
00036086	7/11/12	W.O. CEMENT STABILIZER WO	200.000	T	0.110
00036088	7/11/12	6000 PSI SHOTCRETE 5 60SCS-SU.	10.000	T	124.800
00036088	7/11/12	W.O. CEMENT STABILIZER WO	201.000	T	0.110
00036091	7/11/12	6000 PSI SHOTCRETE 6 60SCS-SU.	10.000	T	124.800
00036091	7/11/12	W.O. CEMENT STABILIZER WO	200.000	T	0.110
00036091	7/11/12	WAITING TIME WT	.500	E	125.000
00036092	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00036092	7/12/12	W.O. CEMENT STABILIZER WO	200.000	T	0.110
00036093	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00036093	7/12/12	W.O. CEMENT STABILIZER WO	202.000	T	0.110
00036093	7/12/12	WAITING TIME WT	.500	E	125.000
00036098	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	8.000	T	124.800
00036098	7/12/12	W.O. CEMENT STABILIZER WO	160.000	T	0.110
00036098	7/12/12	WAITING TIME WT	1.000	E	125.000
00037645	7/05/12	6000 PSI SHOTCRETE 3 60SCS-SU.	10.000	T	124.800
00037645	7/05/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037645	7/05/12	WAITING TIME WT	1.000	E	125.000
00037662	7/06/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00037662	7/06/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037662	7/06/12	ICE ICE	360.000	T	0.450
00037662	7/06/12	WAITING TIME WT	.500	E	125.000
00037664	7/06/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800



# I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 5  
 Invoice No. : 00025587  
 Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00037664	7/06/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037664	7/06/12	ICE	360.000	T	0.450
00037674	7/09/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00037674	7/09/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037676	7/09/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00037676	7/09/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037676	7/09/12	WAITING TIME WT	.500	E	125.000
00037677	7/09/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00037677	7/09/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037684	7/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00037684	7/10/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037696	7/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00037696	7/10/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037696	7/10/12	WAITING TIME WT	.500	E	125.000
00037698	7/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00037698	7/10/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037710	7/11/12	6000 PSI SHOTCRETE 7 60SCS-SU.	10.000	T	124.800
00037710	7/11/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037710	7/11/12	ICE	360.000	T	0.450
00037710	7/11/12	WAITING TIME WT	.500	E	125.000
00037716	7/13/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00037716	7/13/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037716	7/13/12	WAITING TIME WT	2.000	E	125.000
00037744	7/13/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00037744	7/13/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 10  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00075802	7/09/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075802	7/09/12	WAITING TIME WT	.500 E	125.000
00075815	7/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00075815	7/10/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075815	7/10/12	WAITING TIME WT	.500 E	125.000
00075826	7/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00075826	7/10/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075853	7/10/12	6000 SC TEST LOAD #1 601SC-SU	2.000 T	112.000
00075853	7/10/12	W.O. CEMENT STABILIZER WO	28.000 T	0.110
00075854	7/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00075854	7/10/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075855	7/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00075855	7/10/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075855	7/10/12	WAITING TIME WT	1.000 E	125.000
00075856	7/10/12	6000 SC TEST LOAD #2 602SC-SU	2.000 T	112.000
00075856	7/10/12	W.O. CEMENT STABILIZER WO	28.000 T	0.110
00075860	7/11/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00075860	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075860	7/11/12	ICE ICE	360.000 T	0.450
00075868	7/11/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00075868	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075868	7/11/12	ICE ICE	360.000 T	0.450
00075870	7/11/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00075870	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075870	7/11/12	ICE ICE	360.000 T	0.450

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 11  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00075873	7/11/12	6000 PSI SHOTCRETE 1" 60SCS-SU.	10.000 T†	124.800
00075873	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075873	7/11/12	ICE	360.000 T	0.450
00075873	7/11/12	WAITING TIME	1.000 E	125.000
00075875	7/11/12	6000 PSI SHOTCRETE 1" 60SCS-SU.	10.000 T†	124.800
00075875	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075875	7/11/12	ICE	360.000 T	0.450
00075875	7/11/12	WAITING TIME	.500 E	125.000
00075886	7/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T†	99.800
00075886	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075886	7/11/12	P.M. PLANT OPENING CHA PM-POC	11.500 T	250.000
00075886	7/11/12	DRIVER & TRUCK CHARGE DR-TRU	11.500 T	155.000 772.50
00075887	7/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T†	99.800
00075887	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075887	7/11/12	DRIVER & TRUCK CHARGE DR-TRU	8.000 T	155.000 7240
00075888	7/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T†	99.800
00075888	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075888	7/11/12	DRIVER & TRUCK CHARGE DR-TRU	8.500 T	155.000 737.50
00075889	7/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T†	99.800
00075889	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075890	7/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T†	99.800
00075890	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075891	7/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T†	99.800
00075891	7/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075892	7/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T†	99.800

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 12  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00075892	7/11/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075894	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075894	7/12/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075896	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075896	7/12/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075896	7/12/12	WAITING TIME WT	.500	E	125.000
00075899	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075899	7/12/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075900	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075900	7/12/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075900	7/12/12	WAITING TIME WT	.500	E	125.000
00075902	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075902	7/12/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075904	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075904	7/12/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075906	7/12/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075906	7/12/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075906	7/12/12	WAITING TIME WT	.500	E	125.000
00075924	7/13/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075924	7/13/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075924	7/13/12	WAITING TIME WT	1.500	E	125.000
00075939	7/13/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00075939	7/13/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00075939	7/13/12	ICE ICE	360.000	T	0.450
00075943	7/13/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 15  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE,  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00075974	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075975	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	8.000 T	99.800
00075975	7/14/12	W.O. CEMENT STABILIZER WO	158.000 T	0.110
00075975	7/14/12	P.M. PLANT OPENING CHA PM-POC	4.000 T	250.000 1,000
TOTAL UNITS/YDS/TONS/MT			33,499.500	

## \*\*\* INVOICE PRODUCT SUMMARY\*\*\*

PRODUCT DESCRIPTION	UNITS	PRICE	AMOUNT	TAX
6000 PSI SHOTCRETE	847.00	124.80	105,705.60	
W.O. CEMENT STABILIZER	26591.00	.11	2,925.01	
WAITING TIME	38.00	125.00	4,750.00	
6000 PSI SPECIAL PRICE	448.00	99.80	44,710.40	
P.M. PLANT OPENING CHARG	33.50	250.00	8,375.00	
DRIVER & TRUCK CHARGE	162.00	155.00	25,110.00	
ICE	5376.00	.45	2,419.20	
6000 SC TEST LOAD #1	2.00	112.00	224.00	
6000 SC TEST LOAD #2	2.00	112.00	224.00	

\*\*\*\* TOTAL INVOICE AMT DUE \*\*\*>>>>>> 194,443.21

WT 54750

189693.21

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# SUPERIOR GUNITE

◊ GUNITE CONSTRUCTION  
◊ ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 11, 2012

Project: MTA Contract C-26510 Site J  
Subject: B3 Slab on 07-12-12 (rev. 1)  
Ref:

## CHANGE ORDER REQUEST: 9058-014.4

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete B3 Slab between C-Line and D-Line on Thursday, July 12, 2012.  
- 86 cubic yards of concrete at the rate of \$375/cy: \$32,250  
- 160sf of Backforming with hi-ribbed expanded metal at \$5/sf: \$800  
Total: \$33,050

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$33,050
Change to contract completion date	1 Days

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

**Armando Ramos**

---

**From:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Sent:** Wednesday, July 11, 2012 4:19 PM  
**To:** Armando Ramos  
**Cc:** Mike Lloyd  
**Subject:** RE: Change Order Request B3 Slab

Okay to proceed

Rob

---

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Wednesday, July 11, 2012 4:13 PM  
**To:** Robert Stepien  
**Cc:** Kalo Franklin; Ron Federico; Nick Hacopian; Andrew Chenault  
**Subject:** Change Order Request B3 Slab

Rob,

Please find the attached change order request for the B3 slab to be poured tomorrow.

Armando Ramos  
Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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**Armando Ramos**

---

**From:** Andrew Chenault <achenault@yonkerscontractingco.com>  
**Sent:** Wednesday, July 11, 2012 5:08 PM  
**To:** Armando Ramos  
**Subject:** RE: Change Order Request B3 Slab  
**Attachments:** DOC.pdf

I went and pulled the tape. Ruben's measurements little high because he has some sections of wall in his number that will be placed simultaneously. I come up with 83 CY +/- (neat).

See attached.

**Andrew Chenault**  
Project Engineer

**Yonkers Contracting Company, Inc.**  
MTACC Contact C-26510  
Number 7 (Flushing) Line Extension - Site J  
511 West 33rd Street  
New York, NY 10001  
Tel: (212) 239-7074  
Cel: (914) 403-1212

---

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Wednesday, July 11, 2012 4:13 PM  
**To:** Robert Stepien  
**Cc:** Kalo Franklin; Ron Federico; Nick Hacopian; Andrew Chenault  
**Subject:** Change Order Request B3 Slab

Rob,  
Please find the attached change order request for the B3 slab to be poured tomorrow.

**Armando Ramos**  
Project Engineer

**SUPERIOR GUNITE**  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 20, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 07-14-12 (revised on 07-20-2012)  
Ref:

## CHANGE ORDER REQUEST: 9058-014.5

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete E-Line Wall on B2 Level between Line 4 & 5 and Shaft Lift 5 Pour 1 on Saturday, July 14, 2012.

The charges are for Premium Time and Plant Opening based on 9.5 hours of work for one crew and 11.5 hours of work for the second crew.


Total: \$22,005.00 (no markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$22,005.00
Change to contract completion date	0 Days

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 07/14/2012

RFI #: N/A

SG EWT #: N/A

Work Description: Premium Time and Plant Opening Charges for working on Saturday. Two crews.  
Shotcrete E-Line on B2 Level between Line 4 & 5 and Shaft Lift 5 Pour 1

UPDATED: 7/12/2012

## LABOR AND EQUIPMENT

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT	-11.0	\$110.68	8.0	\$144.08	3.0	\$177.48	\$467.64
	SHOTCRETE PUMPS		\$188.00	\$0.00	1 LABOR FOREMAN	-10.5	\$84.29	8.0	\$110.76	2.5	\$137.22	\$344.06
	BACK UP PUMP		\$68.00	\$0.00	1 OPERATOR PUMP - 14	-10.0	\$104.14		\$140.63	10.0	\$175.28	\$711.38
	375 COMPRESSOR		\$29.00	\$0.00	1 OPERATOR PUMP - 15	-10.0	\$98.85		\$134.01	10.0	\$167.54	\$666.94
	1 TON TRUCK		\$43.00	\$0.00	0 WIREMAN		\$82.31		\$107.52		\$132.73	\$0.00
	ACC PUMP		\$23.00	\$0.00	1 NOZZLEMAN	-8.5	\$82.31	8.0	\$107.52	0.5	\$132.73	\$226.91
	TEST CORING				LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4 RODMAN / GUNMAN	-9.5	\$82.31	8.0	\$107.52	1.5	\$132.73	\$1,109.33
	DRILLING / ANCHORS				1 LABORER 731	-9.0	\$77.13	8.0	\$102.35	1.0	\$127.56	\$252.12
	JACK LEG DRILL		\$26.00	\$0.00	1 LABORER 731	-10.0	\$77.13	8.0	\$102.35	2.0	\$127.56	\$302.54
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$75.69		\$99.09		\$121.49	\$0.00
				\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
				\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
				\$0.00	JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING				0 MASON		\$86.86		\$123.11		\$149.38	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	0 TOTAL CREWMEN	-78.5		48.0		30.6		\$4,100.91
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	SUBSISTENCE		UNIT	RATE				TOTAL
	6" PLASTER JACKS		\$5.00	\$0.00	1 SUPERINTENDENT		\$95.00					\$95.00
	4" PLASTER JACKS		\$4.00	\$0.00	1 FOREMAN		\$85.00					\$85.00
	WIRES				0 CARPENTER		\$75.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	5 LABORER		\$75.00					\$375.00
	CONCRETE GRINDERS		\$9.00	\$0.00	0 OPERATOR		\$0.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	7 TOTAL COST							\$555.00
	TOTAL COST			\$0.00								

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00		PLANT OPENING	1	1000	\$0.00
	PLANT OPENING FEES	EA		\$0.00	3 WEEKEND TRUCK DRIVE	1	1		\$4,301.25
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5" X 3	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$4,301.25

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$4,100.91
SMALL TOOLS / PERMAN	11	\$85.00	SUBSISTENCE	\$555.00
MATERIALS / SUBCONTRACTS		\$4,301.25	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX - 0.00%		\$0.00		
SUBTOTAL COSTS		\$5,236.25	SUBTOTAL COSTS	\$4,655.91
EQ/MAT/SUBS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	\$0.00
TOTAL		\$5,236.25	TOTAL	\$4,655.91

TOTAL INVOICE AMOUNT

\$9,892.16

PREPARED BY Armando Ramos



# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 07/14/2012

RFI #: N/A

SG EWT #: N/A

Work Description: Premium Time and Plant Opening Charges for working on Saturday. Two crews.  
Shotcrete E-Line on B2 Level between Line 4 & 5 and Shaft Lift 5 Pour 1

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	QTY	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1	SUPERINTENDENT	-11.5	\$110.68	8.0	\$144.08	3.5	\$177.48	\$501.04
	SHOTCRETE PUMPS		\$188.00	\$0.00		LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	1	OPERATOR PUMP - 14	-11.5	\$104.14		\$140.63	11.5	\$175.28	\$818.09
	375 COMPRESSOR		\$29.00	\$0.00	1	OPERATOR PUMP - 15	-11.5	\$98.85		\$134.01	11.5	\$167.54	\$789.98
	1 TON TRUCK		\$43.00	\$0.00	1	WIREMAN	-12.6	\$82.31	8.0	\$107.52	4.5	\$132.73	\$428.60
	ACC PUMP		\$23.00	\$0.00	1	NOZZLEMAN	-11.0	\$82.31	8.0	\$107.52	3.0	\$132.73	\$352.97
	TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	3	RODMAN / GUNMAN	-11.0	\$82.31	8.0	\$107.52	3.0	\$132.73	\$1,058.90
					1	RODMAN / GUNMAN	-12.5	\$82.31	8.0	\$107.52	4.5	\$132.73	\$428.60
	BARLING / ANCHORS				2	LABORER 731	-11.5	\$77.13	11.5	\$102.35		\$127.56	\$579.88
	JACK LEG DRILL		\$26.00	\$0.00		LABORER 731		\$77.13		\$102.35		\$127.56	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00		LABORER - Appren. 13-18		\$89.10		\$87.87		\$108.64	\$0.00
				\$0.00		CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING					JOURNEYMAN CARP.		\$102.78		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1	MASON	-11.0	\$98.85	11.0	\$123.11		\$149.38	\$288.95
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	12	TOTAL CREWMEN	-104.0		62.5		41.5		\$5,247.01
	6' PLASTER JACKS		\$5.00	\$0.00		SUBSISTENCE		UNIT	RATE				TOTAL
	4' PLASTER JACKS		\$4.00	\$0.00	1	SUPERINTENDENT		\$95.00					\$95.00
	WIRES				0	FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	0	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	6	LABORER		\$75.00					\$450.00
	CONCRETE DRILLS		\$8.00	\$0.00	0	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	7	TOTAL COST							\$545.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00	1	PLANT OPENING	1	1000	\$1,000.00
	PLANT OPENING FEES	EA		\$0.00	1	WEEKEND TRUCK DRIVE	1	1	\$4,301.25
	PLASIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5" X 3"	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$5,301.25

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$5,247.01
SMALL TOOLS / PER MAN	12	\$85.00	SUBSISTENCE	\$545.00
MATERIALS / SUBCONTRACTS		\$5,301.25	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$6,321.25	SUBTOTAL COSTS	\$5,792.01
EQ/MAT/SUBS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	\$0.00
TOTAL		\$6,321.25	TOTAL	\$5,792.01

TOTAL INVOICE AMOUNT

\$12,113.26

PREPARED BY Armando Ramos

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 14  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00075962	7/14/12	DRIVER & TRUCK CHARGE DR-TRU	8.500 T	155.000
00075963	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP~	10.000 T	99.800
00075963	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075963	7/14/12	DRIVER & TRUCK CHARGE DR-TRU	11.000 T	155.000
00075964	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP ~	10.000 T	99.800
00075964	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075965	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP ~	10.000 T	99.800
00075965	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075966	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP ~	10.000 T	99.800
00075966	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075967	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00075967	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075968	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00075968	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075969	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00075969	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075970	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00075970	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075971	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00075971	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075972	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00075972	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075973	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00075973	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075974	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800

1,317.50

1705

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 13  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00075943	7/13/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075943	7/13/12	ICE	360.000 T	0.450
00075943	7/13/12	WAITING TIME	WT 1.000 E	125.000
00075947	7/13/12	6000 PSI SHOTCRETE	60SCS-SU. 10.000 T	124.800
00075947	7/13/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075947	7/13/12	ICE	360.000 T	0.450
00075947	7/13/12	WAITING TIME	WT 1.000 E	125.000
00075957	7/13/12	6000 PSI SHOTCRETE	60SCS-SU. 6.000 T	124.800
00075957	7/13/12	W.O. CEMENT STABILIZER WO	118.000 T	0.110
00075957	7/13/12	ICE	216.000 T	0.450
00075957	7/13/12	WAITING TIME	WT 1.000 E	125.000
00075958	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075958	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075958	7/14/12	DRIVER & TRUCK CHARGE	DR-TRU 8.500 T	155.000 1,317.5
00075959	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075959	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075959	7/14/12	DRIVER & TRUCK CHARGE	DR-TRU 9.500 T	155.000 1,412.50
00075960	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075960	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075960	7/14/12	DRIVER & TRUCK CHARGE	DR-TRU 8.000 T	155.000 1,240
00075961	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075961	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075961	7/14/12	DRIVER & TRUCK CHARGE	DR-TRU 10.000 T	155.000 1,550
00075962	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075962	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110

# I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 15  
 Invoice No. : 00025587  
 Invoice Date : 7/15/12

TO: SUPERIOR GUNITE .  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00075974	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075975	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	8.000 T	99.800
00075975	7/14/12	W.O. CEMENT STABILIZER WO	158.000 T	0.110
00075975	7/14/12	P.M. PLANT OPENING CHA PM-POC	4.000 T	250.000
TOTAL UNITS/YDS/TONS/MT			33,499.500	1,000

## \*\*\* INVOICE PRODUCT SUMMARY\*\*\*

PRODUCT DESCRIPTION	UNITS	PRICE	AMOUNT	TAX
6000 PSI SHOTCRETE	847.00	124.80	105,705.60	
W.O. CEMENT STABILIZER	26591.00	.11	2,925.01	
WAITING TIME	38.00	125.00	4,750.00	
6000 PSI SPECIAL PRICE	448.00	99.80	44,710.40	
P.M. PLANT OPENING CHARGE	33.50	250.00	8,375.00	
DRIVER & TRUCK CHARGE	162.00	155.00	25,110.00	
ICE	5376.00	.45	2,419.20	
6000 SC TEST LOAD #1	2.00	112.00	224.00	
6000 SC TEST LOAD #2	2.00	112.00	224.00	

\*\*\*\* TOTAL INVOICE AMT DUE \*\*\*\*>>>>>> 194,443.21

WT <4750 >

189693.21

*(Handwritten signature)*

# SUPERIOR GUNITE

° GUNITE CONSTRUCTION  
° ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: August 1, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 07-21-12 (revised)  
Ref:

## CHANGE ORDER REQUEST: 9058-014.6

Dear Robert:

This letter is to provide official notification of a project change as follows:


Shotcrete in E2 Tunnel, Pours #9 and #15, on Saturday, July 21, 2012.  
The charges are for the Premium Time of two crews, Plant Opening, and trucks based on 11.5 hours of work. The cost will be revised if the actual time is less than or more than 10 hours.  
Total: \$32,272.00 ( markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by **AS SOON AS POSSIBLE**. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$32,272.00
Change to contract completion date	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:



# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YCC  
Project : SITE J  
SG Job # : 9058

DATE OF WORK : 07/21/2012

RFI # : N/A

SGEWT # : N/A

Work Description : Premium Time and Plant Opening Charges for working on Saturday. Two crews.  
Shotcrete In E2 Tunnel Pours #9 and #15

## LABOR AND EQUIPMENT

UPDATED : 7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
SHOTCRETE					2 SUPERINTENDENT	-10.0	\$110.68	8.0	\$144.08	3.5	\$177.48	\$1,334.11
SHOTCRETE PUMPS			\$188.00	\$0.00	2 LABOR FOREMAN	-10.0	\$84.29	8.0	\$110.75	3.5	\$137.22	\$1,046.85
BACK UP PUMP			\$68.00	\$0.00	2 OPERATOR PUMP - 14	-10.0	\$104.14		\$140.63	11.0	\$175.28	\$1,773.33
375 COMPRESSOR			\$29.00	\$0.00	2 OPERATOR PUMP - 15	-10.0	\$98.85		\$134.01	11.0	\$167.54	\$1,708.95
1 TON TRUCK			\$43.00	\$0.00	2 WIREMAN	-10.0	\$82.31	8.0	\$107.52	3.5	\$132.73	\$1,003.29
ACC PUMP			\$23.00	\$0.00	3 NOZZLEMAN	-10.0	\$82.31	8.0	\$107.52	3.5	\$132.73	\$1,504.93
TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
CORE MACHINE			\$22.00	\$0.00	6 RODMAN / GUNMAN	-10.0	\$82.31	8.0	\$107.52	3.5	\$132.73	\$3,009.86
DRILLING / ANCHORS					4 LABORER 731	-10.0	\$77.13	8.0	\$102.35	3.5	\$127.56	\$1,976.52
JACK LEG DRILL			\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
CHIPPING HAMMER			\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
30-60 PNEUMATIC DRILLS			\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
			\$0.00	\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
			\$0.00	\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
SCAFFOLDING					JOURNEYMAN CARP.		\$102.78		\$132.20		\$161.64	\$0.00
SCAFFOLDING FRAMES			\$6.00	\$0.00	2 MASON	-10.0	\$96.85	8.0	\$123.11	3.5	\$149.38	\$1,078.58
SCAFFOLD PLANKS - 13'			\$7.00	\$0.00	25 TOTAL CREWMEN	-90.0		56.0		46.5		\$14,435.40
6" PLASTER JACKS			\$5.00	\$0.00	SUBSISTENCE	-UNIT	RATE					TOTAL
4" PLASTER JACKS			\$4.00	\$0.00	2 SUPERINTENDENT		\$95.00					\$190.00
WIRES					2 FOREMAN		\$85.00					\$170.00
WIREMAN DRILLS			\$12.00	\$0.00	0 CARPENTER		\$75.00					\$0.00
CONCRETE GRINDERS			\$9.00	\$0.00	11 LABORER		\$75.00					\$825.00
CONCRETE DRILLS			\$8.00	\$0.00	0 OPERATOR		\$0.00					\$0.00
TOTAL COST				\$0.00	15 TOTAL COST							\$1,185.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
READY MIX CONCRETE	CYS	\$10.00	\$0.00		1 PLANT OPENING	1	1250		\$1,250.00
PLANT OPENING FEES	EA	\$0.00	\$0.00		1 WEEKEND TRUCK DRIVE	1	1		\$9,067.50
PLASTIC SHEETING - 4 MIL	ROLL		\$0.00						\$0.00
CURING COMPOUND	GAL		\$0.00						\$0.00
HIRIB SHOTCRETE STOP	EA		\$0.00						\$0.00
BOLSTER CHAIRS - 1.5"X3"	EA		\$0.00						\$0.00
COIL ROD - 1/2" DIA.	LF		\$0.00						\$0.00
ACC ADDITIVE	GAL	\$8.00	\$0.00						\$0.00
TOTAL COST				\$0.00	TOTAL COST				\$10,317.50

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST		\$14,435.40
SMALL TOOLS / PER MAN	25	\$85.00	SUBSISTENCE		\$1,185.00
MATERIALS / SUBCONTRACTS		\$10,317.50	LABOR SURCHARGE		\$0.00
NEW YORK SALES TAX	0.00%	\$0.00			
SUBTOTAL COSTS		\$12,442.50	SUBTOTAL COSTS		\$15,620.40
EQUIP/MAT/SUBS OH & PROFIT	15%	\$1,866.38	LABOR OH & PROFIT	15%	\$2,343.06
TOTAL		\$14,308.88	TOTAL		\$17,963.46

TOTAL INVOICE AMOUNT

\$32,272.34

PREPARED BY Armando Ramos

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPEETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 10  
Invoice No. : 00025638  
Invoice Date : 7/31/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/31/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076094	7/20/12	WAITING TIME	WT	2.000 E	125.000
00076127	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076127	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00076130	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076130	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00076130	7/21/12	DRIVER & TRUCK CHARGE DR-TRU	10.500 T		155.000 1,627.5
00076131	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076131	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00076133	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076133	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00076133	7/21/12	DRIVER & TRUCK CHARGE DR-TRU	11.500 T		155.000 1,782.5
00076137	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076137	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00076139	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076139	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00076139	7/21/12	DRIVER & TRUCK CHARGE DR-TRU	8.500 T		155.000 1,317.50
00076141	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076141	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00076142	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076142	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00076142	7/21/12	DRIVER & TRUCK CHARGE DR-TRU	8.000 T		155.000 1,240
00076145	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076145	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110
00076146	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T		99.800
00076146	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T		0.110

# I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 11  
 Invoice No. : 00025638  
 Invoice Date : 7/31/12

TO: SUPERIOR GUNITE,  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

7/31/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00076149	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076149	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076151	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076151	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076153	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076153	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076154	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076154	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076154	7/21/12	DRIVER & TRUCK CHARGE DR-TRU	9.000 T	155.000 1,395
00076155	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076155	7/21/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076156	7/21/12	6000 PSI SPECIAL PRICE 60SCS.SP	5.000 T	99.800
00076156	7/21/12	W.O. CEMENT STABILIZER WO	98.000 T	0.110
00076156	7/21/12	DRIVER & TRUCK CHARGE DR-TRU	11.000 T	155.000 1,105
00076159	7/23/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076159	7/23/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076159	7/23/12	WAITING TIME WT	1.000 E	125.000
00076163	7/23/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076163	7/23/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076163	7/23/12	WAITING TIME WT	1.500 E	125.000
00076174	7/23/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076174	7/23/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076174	7/23/12	WAITING TIME WT	1.000 E	125.000
00076176	7/23/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076176	7/23/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 18  
Invoice No. : 00025638  
Invoice Date : 7/31/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/31/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076383	7/31/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076383	7/31/12	WAITING TIME WT	1.000	E	125.000
00076389	7/31/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076389	7/31/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076399	7/31/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076399	7/31/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076399	7/31/12	WAITING TIME WT	.500	E	125.000
TOTAL UNITS/YDS/TONS/MT			35,805.000		

## \*\*\* INVOICE PRODUCT SUMMARY \*\*\*

PRODUCT DESCRIPTION	UNITS	PRICE	AMOUNT	TAX
6000 PSI SHOTCRETE	1254.00	124.80	156,499.20	
W.O. CEMENT STABILIZER	31824.00	.11	3,500.64	
WAITING TIME	60.00	125.00	7,500.00	
OVERTIME FOR PM DELIVERY	41.50	125.00	5,187.50	
WASHOUT BOX	3.00	50.00	150.00	
ICE	2150.00	.45	967.50	
6000 PSI SPECIAL PRICE	345.00	99.80	34,431.00	
DRIVER & TRUCK CHARGE	122.50	155.00	18,987.50	
P.M. PLANT OPENING CHARG	5.00	250.00	1,250.00	

\*\*\*\* TOTAL INVOICE AMT DUE \*\*\*>>>>> 228,473.34

P.O. TOTAL \$ 199,680.-

NT (7500.00)  
220,973.34

6

April Coleman

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**From:** Ron Federico  
**Sent:** Friday, February 15, 2013 6:09 PM  
**To:** April Coleman  
**Subject:** FW: Premium time COR for 7/21

Pls print

Respectfully Submitted,  
SUPERIOR GUNITE COMPANY

Ron R. Federico  
Executive VP, Operations US  
818/391-4917 cell  
818/896-6699 fax

---

**From:** Robert Stepien [<mailto:rstepien@yonkerscontractingco.com>]  
**Sent:** Friday, July 20, 2012 3:22 PM  
**To:** Armando Ramos  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; Jim Strobel; Andrew Chenault  
**Subject:** RE: Premium time COR for 7/21

Proceed with E2 north wall and resume E1 arch tomorrow, Saturday 7/21.  
Rob

---

**From:** Armando Ramos [<mailto:Armando.Ramos@shotcrete.com>]  
**Sent:** Friday, July 20, 2012 9:17 AM  
**To:** Robert Stepien  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; Jim Strobel; Andrew Chenault  
**Subject:** RE: Premium time COR for 7/21

Rob, please disregard the first e-mail attachment. The cost is estimated on 10 hours of work.  
Armando

---

**From:** Armando Ramos  
**Sent:** Friday, July 20, 2012 9:14 AM  
**To:** [rstepien@yonkerscontractingco.com](mailto:rstepien@yonkerscontractingco.com)  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; 'Jim Strobel' ([jstrobel@yonkerscontractingco.com](mailto:jstrobel@yonkerscontractingco.com)); [achenault@yonkerscontractingco.com](mailto:achenault@yonkerscontractingco.com)  
**Subject:** Premium time COR for 7/21

Rob,  
Please see the attached change order request. Let me know if you're ok to proceed with tomorrow's 2 crew work.

Thanks,

Armando Ramos  
Project Engineer



SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 21, 2012

Project: MTA Contract C-26510 Site J  
Subject: Shotcrete Sand Wall on 07-18-12  
Ref:

## CHANGE ORDER REQUEST: 9058-014.7

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Sand Wall on 1-Line above the Vent Shaft on July 18, 2012  
Contract Sand Wall of 110 Square Feet at \$15.00 per SF: \$1,650.00  
Overbreak of 8 Cubic Yards (in excess of design thickness) at \$375 per CY: \$3,000

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting, by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$4,650.00
Change to contract completion date	0 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

7/21/12

Signed:  
By: Robert Stepien

FILE:

# ERIOR GUNITE

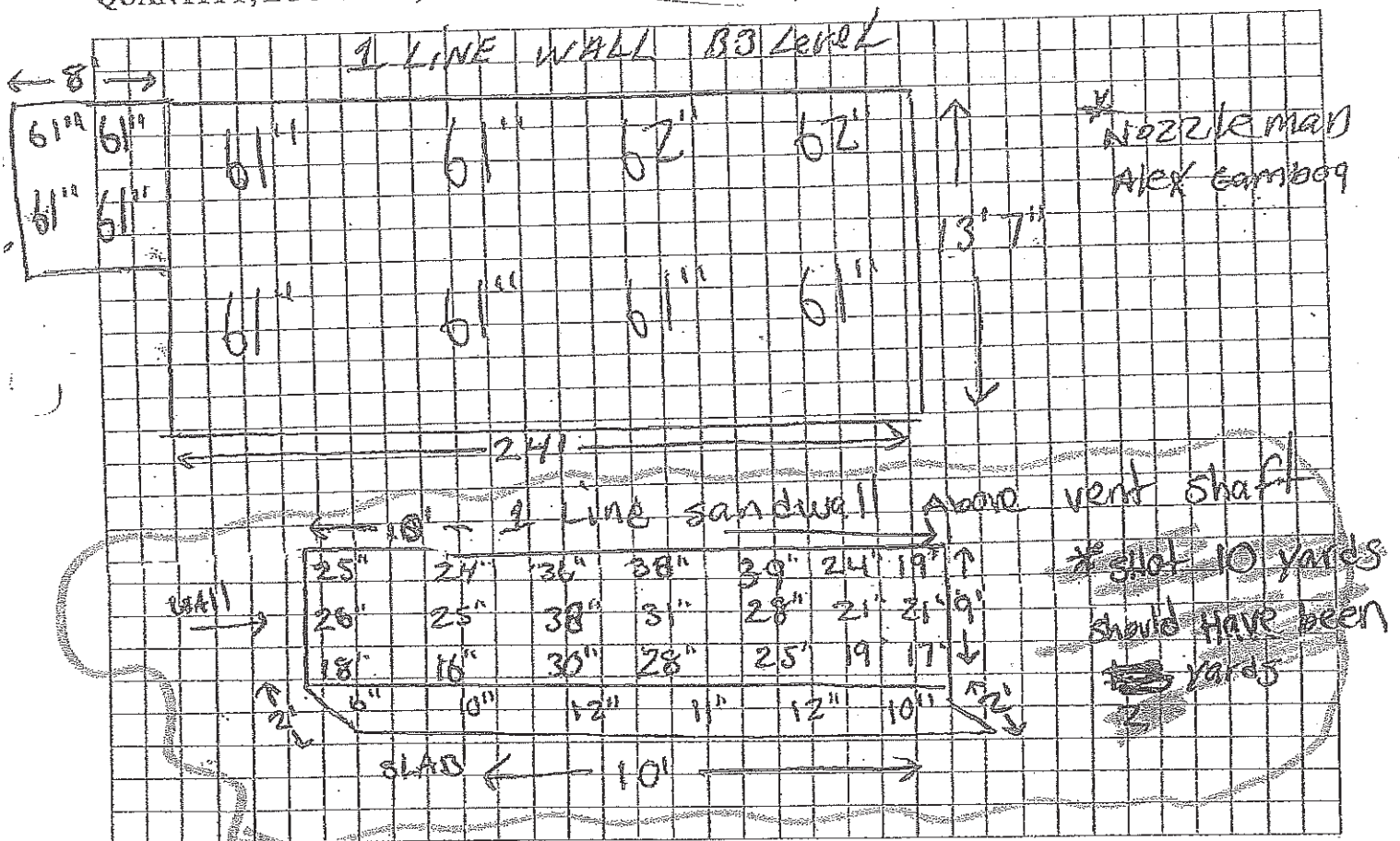
12306 Van Nys Blvd.  
Lakeview Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: Yonkers DATE: 7/18/12  
NAME OF JOB: Site J SG FOREMAN: R. PAR  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature] DATED: 7/18/12

COMPANY: KE

TITLE: [Signature]

SUPERIOR GUNITE AGENTS SIGNATURE:

TITLE: SGA  
DATED: 7-18-12



CONTRACTOR'S LICENSE #370034



# SUPERIOR GUNITE

## EXTRA WORK AUTHORIZATION FORM

PROJECT: Site J Foreman: Ruben PRZ Job #: 9058  
ADDRESS: 84th St Date: 7/18/12 M T W Th F Sa Su  
CONTRACTOR: YONKERS STATUS OF WORK: ☐ COMPLETED ☒ IN PROGRESS

CONTRACTOR: 70

Nature of extra work performed: install ground wire on 1 line  
sandwall and shotcrete 10 yards bring  
out to grade

[illegible]

1. Charges for extra work, as set forth above, will be made by *SUPERIOR GUNITE* to be charged at Union and/or a minimum of Prevailing Wage Rates. 2. All equipment to be charged on an hourly maintained and operated basis as per *SUPERIOR GUNITE* Standard Schedule. 3. To the cost of all charges, including outside rental and materials, will be added 10% for overhead and 15% for profit. 4. customer agrees to pay for said work within 30 days of receipt of invoice. 5. Operator is not liable for any damages whilst working under the direction of the customer. 6. The terms and conditions of said extra work, shall not necessarily be in accordance with the terms and conditions of any agreements between the parties. Thereto, any such existing agreement shall not relinquish the customer from payment for performed extra work.

Prepared and submitted for:

**SUPERIOR GUNITE**

By

**Dates:**

Authorized and Accepted by:

A handwritten signature in dark ink, appearing to be "K. C." or similar, written over a horizontal line.

On behalf of: Andrew Clenault - YCC  
(Name of Customer)

Date:

7/18/12

EXTRA WORK TICKET NO. 13794

# SUPERIOR GUNITE

◊ GUNITE CONSTRUCTION  
◊ ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 21, 2012

Project: MTA Contract C-26510 Site J  
Subject: Wiring Crew on 07-20-12  
Ref:

## CHANGE ORDER REQUEST: 9058-014.8

Dear Robert:

This letter is to provide official notification of a project change as follows:

Wiring of E2 Tunnel Pour #9 and a portion of Pour #8 on the swing shift of Friday, July 20, 2012.  
The costs consist of overtime rates for three wiremen.  
Total: \$3,352.19

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$3,352.19
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:

By: Ron Federico

Signed:

By: Robert Stepien



# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YCC  
Project : SITE J  
SG Job # : 9058

DATE OF WORK : 07/20/2012

RFI# : N/A  
SG EWT # : N/A

Work Description : Swing Shift Wiremen

## LABOR AND EQUIPMENT

UPDATED :

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				SUPERINTENDENT		\$110.68		\$144.08		\$177.48	\$0.00
	SHOTCRETE PUMPS		\$188.00	\$0.00	LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	OPERATOR PUMP - 14		\$104.14		\$140.63		\$176.28	\$0.00
	375 COMPRESSOR		\$29.00	\$0.00	OPERATOR PUMP - 15		\$98.85		\$134.01		\$167.54	\$0.00
	1 TON TRUCK		\$43.00	\$0.00	2 WIREMAN		\$82.31	3.0	\$107.52	4.0	\$132.73	\$1,708.98
	ACC PUMP		\$23.00	\$0.00	1 WIREMAN		\$82.31	3.0	\$107.52	5.0	\$132.73	\$986.22
	TEST CORING				LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	RODMAN / GUNMAN		\$82.31		\$107.52		\$132.73	\$0.00
	DRILLING / ANCHORS				LABORER 731		\$77.13		\$102.35		\$127.56	\$0.00
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
				\$0.00	CARPENTER FOREMAN		\$108.72		\$138.14		\$169.56	\$0.00
				\$0.00	JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING				MASON		\$96.86		\$123.11		\$149.38	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00								
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	3 TOTAL CREWMEN	0.0		6.0		9.0		\$2,693.20
	6" PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	SUPERINTENDENT		\$95.00					\$0.00
	WIRES				FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	0 CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	0 LABORER		\$75.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	0 OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	0 TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	10	155	\$0.00
	PLASIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X4	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$2,693.20
SMALL TOOLS / PER MAN	3	\$85.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS		\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX - 0.00%		\$0.00		
SUBTOTAL COSTS		\$255.00	SUBTOTAL COSTS	\$2,693.20
EQ/MAT/SUBS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	15%
TOTAL		\$255.00	TOTAL	\$403.98

TOTAL INVOICE AMOUNT

\$3,352.19

PREPARED BY Armando Ramos

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 24, 2012

Project: MTA Contract C-26510 Site J  
Subject: Wiring Crew on 07-23-12  
Ref:

## CHANGE ORDER REQUEST: 9058-014.9

Dear Robert:

This letter is to provide official notification of a project change as follows:


Wiring of E2 Tunnel Pour #15 and a portion of Pour #14 on the swing shift of Monday, July 23, 2012.  
The cost consists of 8 hours overtime for one wireman and 2 hours for the superintendent.  
Total: \$1,558.71

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by *SUPERIOR GUNITE* and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$1,558.71
Change to contract completion date	0 Day

Submitted by: *SUPERIOR GUNITE*

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

7/24/12

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC

DATE OF WORK: 07/23/2012

Project: SITE J

RFI #: N/A

SG Job #: 9058

SG EWT #: N/A

Work Description: Swing Shift Wiremen

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL	
	SHOTCRETE				1	SUPERINTENDENT	2.0	\$110.68	\$144.08		\$177.48	\$221.35	
	SHOTCRETE PUMPS		\$188.00	\$0.00		LABOR FOREMAN		\$84.29	\$110.76		\$137.22	\$0.00	
	BACK UP PUMP		\$68.00	\$0.00		OPERATOR PUMP - 14		\$104.14	\$140.63		\$175.28	\$0.00	
	375 COMPRESSOR		\$29.00	\$0.00		OPERATOR PUMP - 15		\$98.85	\$134.01		\$167.54	\$0.00	
	1 TON TRUCK		\$43.00	\$0.00	1	WIREMAN		\$82.31	3.0	\$107.52	5.0	\$132.73	\$985.22
	ACC PUMP		\$23.00	\$0.00		WIREMAN		\$82.31	\$107.52		\$132.73	\$0.00	
	TEST CORING					LABOR FOREMAN II		\$84.82	\$111.28		\$137.75	\$0.00	
	CORE MACHINE		\$22.00	\$0.00		RODMAN / GUNMAN		\$82.31	\$107.52		\$132.73	\$0.00	
	DRILLING / ANCHORS					LABORER 731		\$77.13	\$102.35		\$127.56	\$0.00	
	JACK LEG DRILL		\$26.00	\$0.00		LABOR FOREMAN 731		\$79.64	\$106.11		\$132.57	\$0.00	
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.67	\$122.44		\$154.20	\$0.00	
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$78.69	\$99.09		\$121.49	\$0.00	
				\$0.00		LABORER - Appren. 13-18		\$69.10	\$87.87		\$106.64	\$0.00	
				\$0.00		CARPENTER FOREMAN		\$106.72	\$138.14		\$169.56	\$0.00	
	SCAFFOLDING					JOURNEYMAN CARP.		\$102.76	\$132.20		\$161.64	\$0.00	
	SCAFFOLDING FRAMES		\$6.00	\$0.00		MASON		\$96.85	\$123.11		\$149.38	\$0.00	
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	2	TOTAL CREWMEN	2.0		3.0		5.0	\$1,207.58	
	6" PLASTER JACKS		\$5.00	\$0.00		SUBSISTENCE	UNIT	RATE				TOTAL	
	4' PLASTER JACKS		\$4.00	\$0.00		SUPERINTENDENT		\$95.00				\$0.00	
	VARIES					FOREMAN		\$85.00				\$0.00	
	WIREMAN DRILLS		\$12.00	\$0.00	0	CARPENTER		\$75.00				\$0.00	
	CONCRETE GRINDERS		\$9.00	\$0.00	0	LABORER		\$75.00				\$0.00	
	CONCRETE DRILLS		\$8.00	\$0.00	0	OPERATOR		\$0.00				\$0.00	
	TOTAL COST			\$0.00	0	TOTAL COST						\$0.00	

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	10	165	\$0.00
	PLASIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$1,207.58
SMALL TOOLS / PER MAN	2	\$85.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS		\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$170.00	SUBTOTAL COSTS	\$1,207.58
EQ/MAT/SUBS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	15%
TOTAL		\$170.00	TOTAL	\$1,388.71

TOTAL INVOICE AMOUNT

\$1,558.71

PREPARED BY Armando Ramos

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: July 24, 2012

Project: MTA Contract C-26510 Site J  
Subject: Wiring Crew on 07-24-12 (revised)  
Ref:

## CHANGE ORDER REQUEST: 9058-014.10

Dear Robert:

This letter is to provide official notification of a project change as follows:

Wiring on Tuesday, July 24, 2012 of (1) E-Line Wall between Lines 3 and 4 from B2 to B1 and (2) E2 Tunnel Ceiling Pour #10.

The cost consists of 3.5 hours overtime for three wiremen.

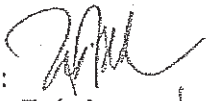
Total: \$2,055

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by **AS SOON AS POSSIBLE**. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$2,055
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YCC  
 Project : SITE J  
 SG Job # : 9058

DATE OF WORK : 07/24/2012

RFI# : N/A  
 SG EWT# : N/A

Work Description : Swing Shift Wiremen

## LABOR AND EQUIPMENT

UPDATED :

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				SUPERINTENDENT		\$110.68		\$144.08		\$177.48	\$0.00
	SHOTCRETE PUMPS		\$188.00	\$0.00	LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	OPERATOR PUMP - 14		\$104.14		\$140.63		\$175.28	\$0.00
	375 COMPRESSOR		\$29.00	\$0.00	OPERATOR PUMP - 15		\$88.85		\$134.01		\$167.54	\$0.00
	1 TON TRUCK		\$43.00	\$0.00	3 WIREMAN		\$82.31	3.0	\$107.52	1.5	\$132.73	\$1,564.98
	ACC PUMP		\$23.00	\$0.00	WIREMAN		\$82.31		\$107.52		\$132.73	\$0.00
	TEST CORING				LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	RODMAN / GUNMAN		\$82.31		\$107.52		\$132.73	\$0.00
	DRILLING / ANCHORS				LABORER 731		\$77.13		\$102.35		\$127.56	\$0.00
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$106.11		\$132.67	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren, 19-24		\$76.69		\$99.09		\$121.49	\$0.00
			\$0.00	\$0.00	LABORER - Appren, 13-18		\$69.10		\$87.87		\$108.64	\$0.00
			\$0.00	\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.66	\$0.00
	SCAFFOLDING				JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	MASON		\$98.85		\$123.11		\$149.38	\$0.00
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	3 TOTAL CREWMEN	0.0		3.0		1.5		\$1,564.98
	6' PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4' PLASTER JACKS		\$4.00	\$0.00	SUPERINTENDENT		\$95.00					\$0.00
	WIRES				FOREMAN		\$86.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	LABORER		\$76.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	10	165	\$0.00
	PLASIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5'X3'	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$1,564.98
SMALL TOOLS / PER MAN	3	\$85.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS		\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$255.00	SUBTOTAL COSTS	\$1,564.98
EQUIP/MAT/SUBS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	15%
TOTAL		\$255.00	TOTAL	\$1,799.73

TOTAL INVOICE AMOUNT

\$2,054.73

PREPARED BY Armando Ramos



# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: July 24, 2012

Project: MTA Contract C-26510 Site J  
Subject: B2 Slab on 07-20-12 (revised)  
Ref:

## CHANGE ORDER REQUEST: 9058-014.11

Dear Robert:

This letter is to provide official notification of a project change as follows:


Shotcrete B2 Slab around E-3 Column and around E-4 Column on Friday, July 20, 2012.  
- 14 cubic yards of concrete at the rate of \$375/cy: \$5,250

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$5,250
Change to contract completion date	0 Days

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

7/20/12

FILE:

# FOR GUNITE

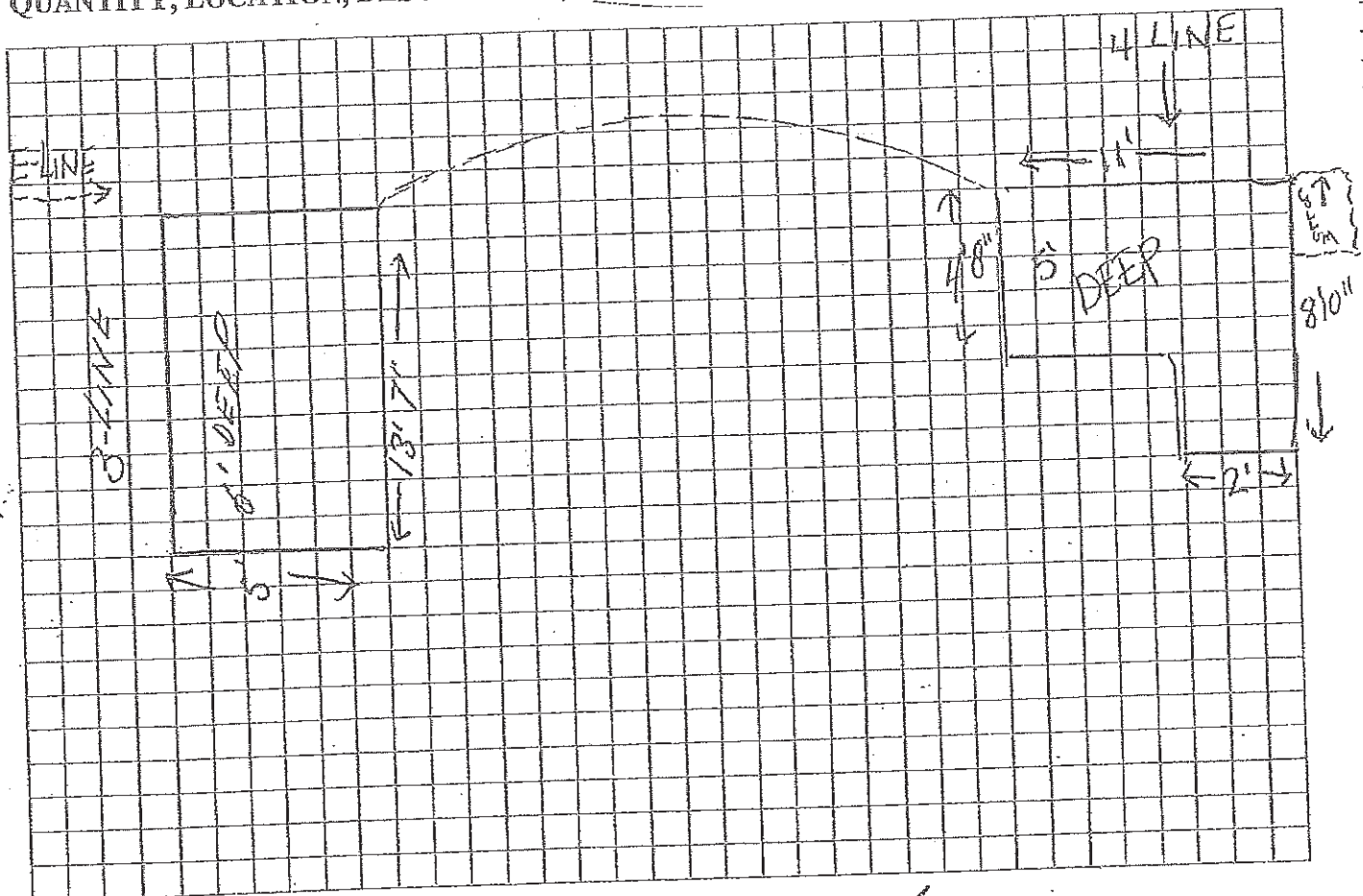
GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

Van Nuys Blvd.  
Chester Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 7/20/12  
NAME OF JOB: site J SG FOREMAN: R. PHIL  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by  
Contractor shall be used for purposes of  
Shotcrete placement quantities  
verification.

SIGNATURE: [Signature]

DATED: 7/20/12

COMPANY: Y/C

TITLE: QTY

SUPERIOR GUNITE AGENTS SIGNATURE:

TITLE: SGA

DATED: 7/20/12



CONTRACTOR'S LICENSE #370034



# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 898-9199 • (323) 877-4861  
FAX: (818) 898-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: August 01, 2012

Project: MTA Contract C-26510 Site J  
Subject: Delays on 07-20-12  
Ref:

## CHANGE ORDER REQUEST: 9058-014.11b

Dear Robert:

This letter is to provide official notification of a project change as follows:

Cancellation of Shotcrete E-Line Wall above E1 Tunnel (EL 81.08 to EL 98.50) on Friday, July 20, 2012. The shotcrete operation was called off at 11:00 AM because a vertical waterbarrier was being repaired. In addition, scrap wood needed to be removed from the wall at the Inspector's advisement, two bundles of rebar were in the way of getting behind the steel, and the steel needed to be braced. The crew was able to shotcrete in areas adjacent to existing slab for 3 hours.

Labor (5 hr): 7,282.23  
Equipment/Tools: \$1,270.75  
Total: \$8,552.98

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$8,552.98
Change to contract completion date	0 Days

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YCC  
Project : SITE J  
SG Job # : 9058

DATE OF WORK : 07/20/2012

RFI # : N/A

SG EWT # : N/A

Work Description : Concrete cancelled due to wall not being ready. Waterproofing repair. Rebar in way. Scrap wood cleanup.

## LABOR AND EQUIPMENT

UPDATED :

6/15/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	QTY	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1	SUPERINTENDENT	5.0	\$110.68		\$144.08		\$177.48	\$553.38
	SHOTCRETE PUMPS		\$188.00	\$0.00		LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	1	OPERATOR PUMP - 14	5.0	\$104.14		\$140.63		\$175.28	\$520.71
	375 COMPRESSOR		\$29.00	\$0.00	2	OPERATOR PUMP - 15	5.0	\$98.85		\$134.01		\$167.54	\$888.46
	1 TON TRUCK		\$43.00	\$0.00	1	WIREMAN	5.0	\$82.31		\$107.52		\$132.73	\$411.54
	ACC PUMP		\$23.00	\$0.00	1	NOZZLEMAN	5.0	\$82.31		\$107.52		\$132.73	\$411.54
	TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4	RODMAN / GUNMAN	5.0	\$82.31		\$107.52		\$132.73	\$1,646.17
	GRILING / ANCHORS				2	LABORER 731	5.0	\$77.13		\$102.35		\$127.86	\$771.34
	JACK LEG DRILL		\$26.00	\$0.00		LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$80.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00		LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
				\$0.00		CARPENTER FOREMAN		\$106.72		\$138.14		\$169.66	\$0.00
				\$0.00		JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING					MASON	5.0	\$96.85		\$123.11		\$149.38	\$484.23
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1	TOTAL CREWMEN	40.0		0.0		0.0		\$5,787.38
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	13	SUBSISTENCE	UNIT	RATE					TOTAL
	6" PLASTER JACKS		\$5.00	\$0.00									\$95.00
	4" PLASTER JACKS		\$4.00	\$0.00	1	SUPERINTENDENT		\$95.00					\$0.00
	WIRES					FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00		CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	6	LABORER		\$75.00					\$450.00
	CONCRETE DRILLS		\$8.00	\$0.00		OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	7	TOTAL COST							\$545.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00		PLANT OPEN	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		NIGHT TRUCKS	150		\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X4	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST		\$5,787.38
SMALL TOOLS / PER MAN	13	\$65.00	\$1,105.00	SUBSISTENCE	\$545.00
MATERIALS / SUBCONTRACTS		\$0.00		LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00			
SUBTOTAL COSTS		\$1,105.00	SUBTOTAL COSTS		\$6,332.38
EQUIP/MAT/SUBS OH & PROFIT	15%	\$165.75	LABOR OH & PROFIT	15%	\$949.86
TOTAL		\$1,270.75	TOTAL		\$7,282.23

TOTAL INVOICE AMOUNT

\$8,552.83

PREPARED BY Armando Ramos

# SUPERIOR GUNITE

◊ GUNITE CONSTRUCTION  
◊ ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: July 26, 2012

Project: MTA Contract C-26510 Site J  
Subject: Shotcrete Sand Wall on 07-26-12  
Ref:

## CHANGE ORDER REQUEST: 9058-014.12

Dear Robert:

This letter is to provide official notification of a project change as follows:

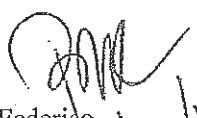
Shotcrete Sand Wall on B-Line above the Vent Shaft on July 26, 2012  
Contract Sand Wall of 252 Square Feet at \$15.00 per SF: \$3,780.00  
Overbreak of Approx. 18 Cubic Yards (in excess of design thickness) at \$375 per CY: \$6,750  
Total: \$9,270

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$10,530.00
Change to contract completion date	0 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

7/26/12

FILE:



# PERIOR GUNITE

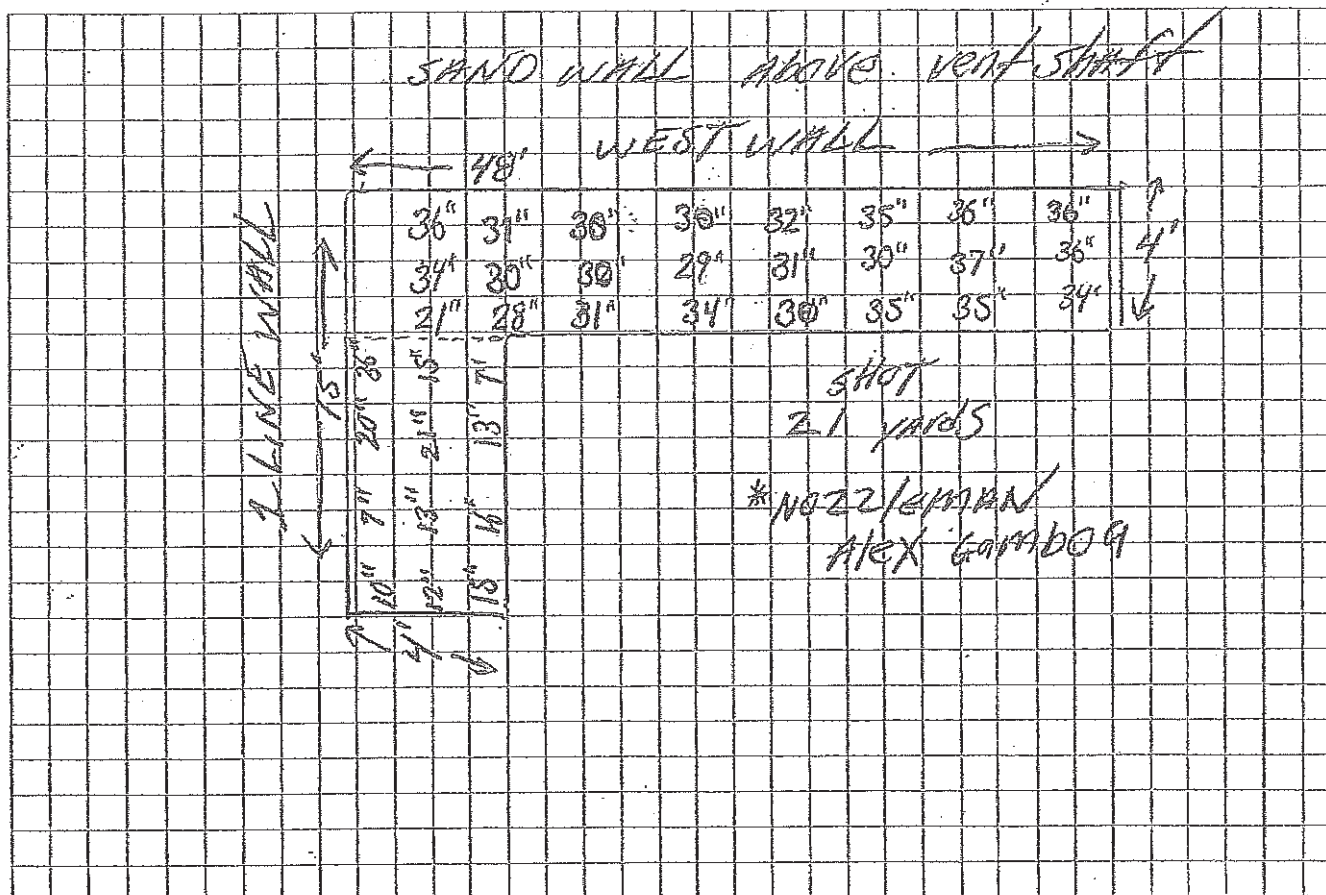
12306 Van Naps Blvd.  
Lakeview Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: VONKERS DATE: 7/26/12  
NAME OF JOB: Site J SG FOREMAN: Juan Gonzalez  
ADDRESS OF JOB: 3414 St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



### CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature] DATED: 7/26/12

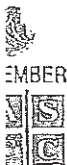
COMPANY: YCC

TITLE: [Signature]

### SUPERIOR GUNITE AGENTS SIGNATURE:

TITLE: SGPR

DATED: 7/26/12



CONTRACTOR'S LICENSE #370034



# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

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LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
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To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: July 27, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 07-28-12  
Ref:

## CHANGE ORDER REQUEST: 9058-014.13

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete with two crews on Saturday, July 28, 2012.

The charges are for the Premium Time of two crews, Plant Opening, and trucks based on 10 hours of work. The cost will be revised if the actual time is less than or more than 10 hours.

Total: \$22,632.00 (no markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$22,632.00
Change to contract completion date	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

*[Signature]*  
7/27/12

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YCC  
Project : SITE J  
SG Job # : 9058

DATE OF WORK : 07/28/2013

RFI # : N/A

SG EWT # : N/A

Work Description : Premium Time and Plant Opening Charges for working on Saturday. Two crews.

## LABOR AND EQUIPMENT

UPDATED :

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
SHOTCRETE					2 SUPERINTENDENT	-10.0	\$110.68	8.0	\$144.08	2.0	\$177.48	\$801.66
SHOTCRETE PUMPS	\$188.00		\$0.00		2 LABOR FOREMAN	-10.0	\$84.29	8.0	\$110.76	2.0	\$137.22	\$635.18
BACK UP PUMP	\$68.00		\$0.00		2 OPERATOR PUMP - 14	-10.0	\$104.14		\$140.63	10.0	\$175.28	\$1,422.77
375 COMPRESSOR	\$29.00		\$0.00		2 OPERATOR PUMP - 15	-10.0	\$98.85		\$134.01	10.0	\$167.54	\$1,373.87
1 TON TRUCK	\$43.00		\$0.00		2 WIREMAN	-10.0	\$82.31	8.0	\$107.52	2.0	\$132.73	\$605.09
ACC PUMP	\$23.00		\$0.00		3 NOZZLEMAN	-10.0	\$82.31	8.0	\$107.52	2.0	\$132.73	\$907.63
TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
CORE MACHINE	\$22.00		\$0.00		6 RODMAN / GUNMAN	-10.0	\$62.31	8.0	\$107.52	2.0	\$132.73	\$1,815.26
DRILLING / ANCHORS					4 LABORER 731	-10.0	\$77.13	8.0	\$102.35	2.0	\$127.56	\$1,210.18
JACK LEG DRILL	\$28.00		\$0.00		LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
CHIPPING HAMMER	\$8.00		\$0.00		LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
30-60 PNEUMATIC DRILLS	\$8.00		\$0.00		LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
			\$0.00		LABORER - Appren. 13-18		\$69.10		\$87.67		\$106.64	\$0.00
			\$0.00		CARPENTER FOREMAN		\$106.72		\$138.14		\$169.66	\$0.00
			\$0.00		JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
SCAFFOLDING					2 MASON	-10.0	\$98.85	8.0	\$123.11	2.0	\$149.38	\$630.43
SCAFFOLDING FRAMES	\$6.00		\$0.00		26 TOTAL CREWMEN	-90.0		56.0				\$9,402.08
SCAFFOLD PLANKS - 13'	\$7.00		\$0.00		SUBSISTENCE	UNIT	RATE					TOTAL
6" PLASTER JACKS	\$5.00		\$0.00		2 SUPERINTENDENT		\$95.00					\$190.00
4" PLASTER JACKS	\$4.00		\$0.00		2 FOREMAN		\$85.00					\$170.00
WIRES					0 CARPENTER		\$75.00					\$0.00
WIREMAN DRILLS	\$12.00		\$0.00		11 LABORER		\$75.00					\$825.00
CONCRETE GRINDERS	\$9.00		\$0.00		0 OPERATOR		\$0.00					\$0.00
CONCRETE DRILLS	\$8.00		\$0.00									
TOTAL COST			\$0.00		15 TOTAL COST							\$1,185.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
READY MIX CONCRETE	CYS	\$10.00	\$0.00		1 PLANT OPENING	1	0		\$0.00
PLANT OPENING FEES	EA		\$0.00		1 WEEKEND TRUCK DRIVE	1	9920		\$9,920.00
PLASTIC SHEETING - 4 MIL	ROLL		\$0.00						\$0.00
CURING COMPOUND	GAL		\$0.00						\$0.00
HI RIB SHOTCRETE STOP	EA		\$0.00						\$0.00
BOLSTER CHAIRS - 1.5"X3	EA		\$0.00						\$0.00
COIL ROD - 1/2" DIA.	LF		\$0.00						\$0.00
ACC ADDITIVE	GAL	\$8.00	\$0.00						\$0.00
TOTAL COST			\$0.00		TOTAL COST				\$9,920.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$9,402.08
SMALL TOOLS / PER MAN 25	\$95.00	\$2,125.00	SUBSISTENCE	\$1,185.00
MATERIALS / SUBCONTRACTS		\$9,920.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX 0.00%		\$0.00		
SUBTOTAL COSTS		\$12,045.00	SUBTOTAL COSTS	\$10,587.08
EQUIP/MAT/SUBS OH & PROFIT 0%		\$0.00	LABOR OH & PROFIT 0%	\$0.00
TOTAL		\$12,045.00	TOTAL	\$10,587.08

TOTAL INVOICE AMOUNT

\$22,632.08

PREPARED BY Armando Ramos

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 15  
Invoice No. : 00025638  
Invoice Date : 7/31/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/31/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076296	7/27/12	WAITING TIME	WT	1.000 E	125.000
00076307	7/27/12	6000 PSI SHOTCRETE	60SCS-SU.	5.000 T	124.800
00076307	7/27/12	W.O. CEMENT STABILIZER	WO	98.000 T	0.110
00076307	7/27/12	ICE	ICE	150.000 T	0.450
00076307	7/27/12	WAITING TIME	WT	.500 E	125.000
00076309	7/28/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076309	7/28/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076309	7/28/12	DRIVER & TRUCK CHARGE	DR-TRU	10.000 T	155.000 1,550
00076310	7/28/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076310	7/28/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076310	7/28/12	DRIVER & TRUCK CHARGE	DR-TRU	9.000 T	155.000 1,395
00076311	7/28/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076311	7/28/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076311	7/28/12	DRIVER & TRUCK CHARGE	DR-TRU	10.500 T	155.000 1,627.50
00076312	7/28/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076312	7/28/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076312	7/28/12	DRIVER & TRUCK CHARGE	DR-TRU	10.000 T	155.000 1,550
00076313	7/28/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076313	7/28/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076313	7/28/12	DRIVER & TRUCK CHARGE	DR-TRU	8.000 T	155.000 1,240
00076314	7/28/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076314	7/28/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076314	7/28/12	DRIVER & TRUCK CHARGE	DR-TRU	8.000 T	155.000 1,240
00076315	7/28/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076315	7/28/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 16  
Invoice No. : 00025638  
Invoice Date : 7/31/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/31/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076315	7/28/12	DRIVER & TRUCK CHARGE DR-TRU	8.500	T	155.000
00076316	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076316	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076317	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076317	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076318	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076318	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076319	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076319	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076320	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076320	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076321	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076321	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076322	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076322	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076323	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076323	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076324	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076324	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076325	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076325	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076326	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076326	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076327	7/28/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076327	7/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110

4377.50



# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPEETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 18  
Invoice No. : 00025638  
Invoice Date : 7/31/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/31/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE	
00076383	7/31/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	
00076383	7/31/12	WAITING TIME	WT	1.000	E	125.000
00076389	7/31/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000	T	124.800
00076389	7/31/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	
00076399	7/31/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000	T	124.800
00076399	7/31/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	
00076399	7/31/12	WAITING TIME	WT	.500	E	125.000
TOTAL UNITS/YDS/TONS/MT			35,805.000			

## \*\*\* INVOICE PRODUCT SUMMARY \*\*\*

PRODUCT DESCRIPTION	UNITS	PRICE	AMOUNT	TAX
6000 PSI SHOTCRETE	1254.00	124.80	156,499.20	
W.O. CEMENT STABILIZER	31824.00	.11	3,500.64	
WAITING TIME	60.00	125.00	7,500.00	
OVERTIME FOR PM DELIVERY	41.50	125.00	5,187.50	
WASHOUT BOX	3.00	50.00	150.00	
ICE	2150.00	.45	967.50	
6000 PSI SPECIAL PRICE	345.00	99.80	34,431.00	
DRIVER & TRUCK CHARGE	122.50	155.00	18,987.50	
P.M. PLANT OPENING CHARG	5.00	250.00	1,250.00	

\*\*\*\* TOTAL INVOICE AMT DUE \*\*\*>>>>>> 228,473.34

P.O. TOTAL \$ 199,680.-

NT (7500.00)  
220,973.34

5

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 30, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 07-31-12 (rev. 1)  
Ref:

## CHANGE ORDER REQUEST: 9058-014.14

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete E-Line wall from EL 112.08 to EL 125.00 above the E2 tunnel on Tuesday, July 31, 2012.  
The charges are for the Premium Time of the crew.


Labor: \$2,529.77

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$2,529.77
Change to contract completion date	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 07/31/2013

RFI #: N/A  
SG EWT #: N/A

Work Description: Overtime Rate

## LABOR AND EQUIPMENT

UPDATED: 7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT	-5.0	\$110.68	3.0	\$144.08	2.0	\$177.48	\$233.82
	SHOTCRETE PUMPS		\$188.00	\$0.00	1 LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	1 OPERATOR PUMP - 14	-5.0	\$104.14		\$140.63	5.0	\$175.28	\$355.69
	375 COMPRESSOR		\$29.00	\$0.00	1 OPERATOR PUMP - 15	-5.0	\$98.85		\$134.01	5.0	\$167.64	\$343.47
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN	-4.0	\$82.31	3.0	\$107.52	1.0	\$132.73	\$126.06
	ACC PUMP		\$23.00	\$0.00	1 NOZZLEMAN	-3.0	\$82.31	3.0	\$107.52		\$132.73	\$75.64
	TEST CORING				1 RODMAN / GUNMAN	-2.5	\$82.31	2.5	\$107.52		\$132.73	\$63.03
	CORE MACHINE		\$22.00	\$0.00	1 RODMAN / GUNMAN	-4.5	\$82.31	3.0	\$107.52	1.5	\$132.73	\$151.27
	DRILLING / ANCHORS				1 LABORER 731	-3.0	\$77.13	3.0	\$102.35		\$127.56	\$75.64
	JACK LEG DRILL		\$26.00	\$0.00	1 LABORER 731	-4.5	\$77.13	4.5	\$102.35		\$127.56	\$113.45
	CHIPPING HAMMER		\$8.00	\$0.00	1 RODMAN / GUNMAN	-4.0	\$82.31	3.0	\$107.52	1.0	\$132.73	\$126.06
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
					LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
					CARPENTER FOREMAN		\$108.72		\$138.14		\$169.56	\$0.00
					JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING				1 MASON	-2.5	\$96.85	2.5	\$123.11		\$149.38	\$65.67
	SCAFFOLDING FRAMES		\$6.00	\$0.00	11 TOTAL CREWMEN	-43.0		27.5		15.5		\$1,729.80
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00								
	6" PLASTER JACKS		\$5.00	\$0.00								
	4" PLASTER JACKS		\$4.00	\$0.00	1 SUPERINTENDENT		\$95.00					\$95.00
	WIRES				FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	5 LABORER		\$75.00					\$375.00
	CONCRETE DRILLS		\$8.00	\$0.00	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	6 TOTAL COST							\$470.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00	0	PLANT OPENING	1	1	\$0.00
	PLANT OPENING FEES	EA		\$0.00	0	WEEKEND TRUCK DRIVE	4	1	\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X3	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$1,729.80
SMALL TOOLS / PER MAN	11	\$0.00	SUBSISTENCE	\$470.00
MATERIALS / SUBCONTRACTS		\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$0.00	SUBTOTAL COSTS	\$2,199.80
EQ/MAT/SUBS OH & PROFIT	15%	\$0.00	LABOR OH & PROFIT	\$329.97
TOTAL		\$0.00	TOTAL	\$2,529.77

TOTAL INVOICE AMOUNT

\$2,529.77

PREPARED BY Armando Ramos

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 31, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 07-29-12  
Ref:

## CHANGE ORDER REQUEST: 9058-014.15

Dear Robert:

This letter is to provide official notification of a project change as follows:

Installation of groundwires for E-Line wall at B1 Level on Sunday, July 29, 2012.  
The charges are for the Premium Time of the crew for 6 hours.

Total: \$377.54 (no markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$377.54
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

*[Signature]*  
7/31/12

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YCC  
Project : SITE J  
SG Job # : 9058

DATE OF WORK : 07/29/2012  
RFI # : N/A  
SG EWT # : N/A

Work Description : Overtime Rate for Wireman

## LABOR AND EQUIPMENT

UPDATED :

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				SUPERINTENDENT		\$110.88		\$144.08		\$177.48	\$0.00
	SHOTCRETE PUMPS		\$188.00	\$0.00	LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	OPERATOR PUMP - 14		\$104.14		\$140.63		\$175.28	\$0.00
	375 COMPRESSOR		\$29.00	\$0.00	OPERATOR PUMP - 16		\$98.85		\$134.01		\$167.54	\$0.00
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN	-6.0	\$82.31		\$107.52	6.0	\$132.73	\$302.64
	ACG PUMP		\$23.00	\$0.00	NOZZLEMAN		\$82.31		\$107.52		\$132.73	\$0.00
	TEST CORING				LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	RODMAN / GUNMAN		\$82.31		\$107.52		\$132.73	\$0.00
	DRILLING / ANCHORS				LABORER 731		\$77.13		\$102.35		\$127.66	\$0.00
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$105.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
				\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING				JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	1 TOTAL CREWMEN	-6.0		0.0		6.0		\$302.64
	6" PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	SUPERINTENDENT		\$95.00					\$0.00
	WIRES				FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	1 LABORER		\$75.00					\$75.00
	CONCRETE DRILLS		\$8.00	\$0.00	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	1 TOTAL COST							\$75.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	10	165	\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HIRIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X3"	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$302.64
SMALL TOOLS / PER MAN	1	\$0.00	SUBSISTENCE	\$75.00
MATERIALS / SUBCONTRACTS		\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$0.00	SUBTOTAL COSTS	\$377.54
EQUIP/TOOLS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	0%
TOTAL		\$0.00	TOTAL	\$377.54

TOTAL INVOICE AMOUNT

\$377.54

PREPARED BY Armando Ramos



# SUPERIOR GUNITE

° GUNITE CONSTRUCTION  
° ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 31, 2012

Project: MTA Contract C-26510 Site J  
Subject: Overtime on 07-25-12  
Ref:

## CHANGE ORDER REQUEST: 9058-014.16

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete E-Line wall from EL 82.50 to EL 97.75 above the E1 Tunnel on Wednesday, July 25, 2012.  
The charges are for the overtime after 9 hours of the crew.

Labor: 3.17 hours at \$1,930/hr  
Total: \$6,112.31 (no markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$6,112.31
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YGC  
Project : SITE J  
SG Job # : 9058

DATE OF WORK : 07/25/2012

RFI# : N/A  
SG EWT# : N/A

Work Description : Overtime Rate

## LABOR AND EQUIPMENT

UPDATED :

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT		\$110.88	1.0	\$144.08		\$177.48	\$144.08
	SHOTCRETE PUMPS		\$188.00	\$0.00	1 LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	1 OPERATOR PUMP - 14		\$104.14		\$140.63	1.0	\$176.28	\$176.28
	375 COMPRESSOR		\$29.00	\$0.00	1 OPERATOR PUMP - 15		\$98.85		\$134.01	1.0	\$167.54	\$167.54
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN		\$82.31	1.0	\$107.52		\$132.73	\$107.52
	ACC PUMP		\$23.00	\$0.00	1 NOZZLEMAN		\$82.31	1.0	\$107.52		\$132.73	\$107.52
	TEST CORING				1 LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4 RODMAN / GUNMAN		\$82.31	1.0	\$107.52		\$132.73	\$430.08
	DRILLING / ANCHORS				2 LABORER 731		\$77.13	1.0	\$102.35		\$127.56	\$204.69
	JACK LEG DRILL		\$26.00	\$0.00	1 LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	1 LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	1 LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
			\$0.00	\$0.00	1 LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.94	\$0.00
			\$0.00	\$0.00	1 CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING				1 JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1 MASON		\$96.85	1.0	\$123.11		\$149.38	\$123.11
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	12 TOTAL CREWMEN	0.0		6.0		2.0		\$1,459.83
	6" PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	1 SUPERINTENDENT		\$95.00					\$95.00
	WIRES				1 FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	1 CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	5 LABORER		\$75.00					\$375.00
	CONCRETE DRILLS		\$8.00	\$0.00	1 OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	6 TOTAL COST							\$470.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	10	155	\$0.00
	PLASIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HIRIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X4	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT	\$0.00	TOTAL LABOR COST	\$1,459.83
SMALL TOOLS / PER MAN	\$0.00	SUBSISTENCE	\$470.00
MATERIALS / SUBCONTRACTS	\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX 0.00%	\$0.00		
SUBTOTAL COSTS	\$0.00	SUBTOTAL COSTS	\$1,929.83
EQ/MAT/SUBS CH & PROFIT 0%	\$0.00	LABOR OH & PROFIT 0%	\$0.00
TOTAL	\$0.00	TOTAL	\$1,929.83

TOTAL INVOICE AMOUNT

\$1,929.83

PREPARED BY Armando Ramos

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 31, 2012

Project: MTA Contract C-26510 Site J  
Subject: Swing Shift Concrete on 08-01-12  
Ref:

## CHANGE ORDER REQUEST: 9058-015.01

Dear Robert:

This letter is to provide official notification of a project change as follows:


Shotcrete E-Line wall from EL 112.08 to EL 125.00 above the E1 tunnel on Wednesday, August 01, 2012.  
The charges are for the concrete plant opening and trucks based on a 10-hour swing shift.  
Concrete Plant and Trucks: \$3,875.00

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$3,875.00
Change to contract completion date	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 08/01/2012

RFL#: N/A

SGEWT #: N/A

Work Description: Swing Shift Concrete

UPDATED:

7/12/2012

## LABOR AND EQUIPMENT

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				SUPERINTENDENT		\$110.68		\$144.08		\$177.48	\$0.00
	SHOTCRETE PUMPS		\$188.00	\$0.00	LABOR FOREMAN		\$84.28		\$110.76		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	OPERATOR PUMP - 14		\$104.14		\$140.63		\$175.28	\$0.00
	375 COMPRESSOR		\$29.00	\$0.00	OPERATOR PUMP - 15		\$98.85		\$134.01		\$167.64	\$0.00
	1 TON TRUCK		\$43.00	\$0.00	WIREMAN		\$82.31		\$107.52		\$132.73	\$0.00
	ACC PUMP		\$23.00	\$0.00	NOZZLEMAN		\$82.31		\$107.52		\$132.73	\$0.00
	TEST CORING				LABOR FOREMAN II		\$84.82		\$111.28		\$137.76	\$0.00
	CORE MACHINE		\$22.00	\$0.00	RODMAN / GUNMAN		\$82.31		\$107.52		\$132.73	\$0.00
	DRILLING / ANCHORS				LABORER 731		\$77.13		\$102.35		\$127.56	\$0.00
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$106.11		\$132.67	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
				\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
				\$0.00	JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING				MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00								\$0.00
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	0 TOTAL CREWMEN	0.0		0.0		0.0		\$0.00
	6' PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4' PLASTER JACKS		\$4.00	\$0.00	SUPERINTENDENT		\$95.00					\$0.00
	WIRES				FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	LABORER		\$75.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	0 TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00	1 PLANT OPENING		1	0	\$0.00
	PLANT OPENING FEES	EA		\$0.00	1 WEEKEND TRUCK DRIVE		1	3875	\$3,875.00
	PLASIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"x3"	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00	TOTAL COST				\$3,875.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$0.00
SMALL TOOLS / PER MAN	0	\$0.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS		\$3,875.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$3,875.00	SUBTOTAL COSTS	\$0.00
EQUIP/MAT/SUBS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	0%
TOTAL		\$3,875.00	TOTAL	\$0.00

TOTAL INVOICE AMOUNT

\$3,875.00

PREPARED BY Armando Ramos

FROM

(WED) AUG 22 2012 11:07/ST. 11:05/NO. 7511021720 P. 7

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 7  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUY'S BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00037999	8/10/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00037999	8/10/12	WAITING TIME WT	.500	E	125.000
00038010	8/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00038010	8/10/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00038010	8/10/12	WAITING TIME WT	1.000	E	125.000
00076406	8/01/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076406	8/01/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076406	8/01/12	WASHOUT BOX WASH	1.000	T	50.000
00076406	8/01/12	WAITING TIME WT	.500	E	125.000
00076412	8/01/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076412	8/01/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076418	8/01/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076418	8/01/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076439	8/01/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076439	8/01/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076444	8/01/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076444	8/01/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076446	8/01/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076446	8/01/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076446	8/01/12	WAITING TIME WT	.500	E	125.000
00076447	8/01/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076447	8/01/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076447	8/01/12	PLANT OPENING CHARGE POC	1.000	T	0.000
00076447	8/01/12	DRIVER & TRUCK CHARGE DR-TRU	7.500	T	155.000
00076448	8/01/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800

6112-50



FROM

(MED) AUG 22 2012 11:07/ST. 11165/NO. 7511821780 P 3

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 8  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS COST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00076448	8/01/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076448	8/01/12	DRIVER & TRUCK CHARGE DR-TRU	8.000 T	155.000
00076449	8/01/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076449	8/01/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076449	8/01/12	DRIVER & TRUCK CHARGE DR-TRU	9.500 T	155.000
00076452	8/02/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076452	8/02/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076452	8/02/12	WAITING TIME WT	1.500 E	125.000
00076456	8/02/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076456	8/02/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076456	8/02/12	WAITING TIME WT	1.500 E	125.000
00076462	8/02/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076462	8/02/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076476	8/02/12	6000 PSI SHOTCRETE 60SCS-SU.	5.000 T	124.800
00076476	8/02/12	W.O. CEMENT STABILIZER WO	98.000 T	0.110
00076476	8/02/12	OVERTIME FOR PM DELIVE OT	2.500 T	125.000
00076488	8/03/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076488	8/03/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076488	8/03/12	ICE ICE	360.000 T	0.450
00076488	8/03/12	WAITING TIME WT	1.000 E	125.000
00076489	8/03/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076489	8/03/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076489	8/03/12	ICE ICE	360.000 T	0.450
00076494	8/03/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076494	8/03/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110

FROM

(WED) AUG 22 2012 11:39/ST. 11:05/NO. 7511021780 P 12

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 410 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 19  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342.

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076769	8/14/12	W.O. CEMENT STABILIZER WO	158.000	T	0.110
00076769	8/14/12	WAITING TIME WT	.500	E	125.000
00076769	8/14/12	SHORT LOAD CHARGE SL	1.000	E	135.000
00076773	8/14/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076773	8/14/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076773	8/14/12	WAITING TIME WT	1.000	E	125.000
00076777	8/14/12	6000 PSI SHOTCRETE 60SCS-SU.	6.000	T	124.800
00076777	8/14/12	W.O. CEMENT STABILIZER WO	118.000	T	0.110
00076777	8/14/12	SHORT LOAD CHARGE SL	1.000	E	135.000
TOTAL UNITS/YDS/TONS/MT			54,835.500		

## \*\*\* INVOICE PRODUCT SUMMARY \*\*\*

PRODUCT DESCRIPTION	UNITS	PRICE	AMOUNT	TAX
6000 PSI SHOTCRETE	1089.00	124.80	135,907.20	
W.O. CEMENT STABILIZER	27860.00	.11	3,064.60	
WAITING TIME	64.50	125.00	8,062.50	
OVERTIME FOR PM DELIVERY	48.50	125.00	6,062.50	
WASHOUT BOX	6.00	50.00	300.00	
ICE	25308.00	.45	11,388.60	
6000 PSI SPECIAL PRICE	315.00	99.80	31,437.00	
PLANT OPENING CHARGE	1.00	2000.00	2,000.00	
DRIVER & TRUCK CHARGE	136.00	155.00	21,080.00	
P.M. PLANT OPENING CHARGE	4.50	250.00	1,125.00	
SHORT LOAD CHARGE	3.00	135.00	405.00	

\*\*\*\* TOTAL INVOICE AMT DUE \*\*\*\*>>>>>> 220,832.40

100% REJECTED 8/3

WT

(1431.72)

(8062.50)

211,338.12

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: August 3, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 08-04-12  
Ref:

## CHANGE ORDER REQUEST: 9058-015.02

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete in Vent Shaft (Lift 7, Pour 3) and B2 Tunnel Arch Pour 12, on Saturday, August 4, 2012.  
The charges are for the Premium Time of two crews, Plant Opening, and trucks based on 11 hours of work. The cost will be revised if the actual time is less than or more than 11 hours.  
Total: \$27,968.00 (markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by **AS SOON AS POSSIBLE**. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$27,968.00
Change to contract completion date	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YCC  
Project : SITE J  
SG Job # : 9058

DATE OF WORK : 08/04/2013

REL# : N/A  
SGEWT# : N/A

Work Description : Premium Time and Plant Opening Charges for working on Saturday. Two crews.

## LABOR AND EQUIPMENT

UPDATED :

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	QTY	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				2	SUPERINTENDENT	-11.0	\$110.68	8.0	\$144.08	3.0	\$177.48	\$935.27
	SHOTCRETE PUMPS		\$188.00	\$0.00	2	LABOR FOREMAN	-11.0	\$84.29	8.0	\$110.75	3.0	\$137.22	\$741.05
	BACK UP PUMP		\$68.00	\$0.00	2	OPERATOR PUMP - 14	-11.0	\$104.14		\$140.63	11.0	\$175.28	\$1,565.04
	375 COMPRESSOR		\$29.00	\$0.00	2	OPERATOR PUMP - 15	-11.0	\$98.85		\$134.01	11.0	\$167.54	\$1,511.26
	1 TON TRUCK		\$43.00	\$0.00	2	WIREMAN	-11.0	\$82.31	8.0	\$107.52	3.0	\$132.73	\$705.94
	ACC PUMP		\$23.00	\$0.00	3	NOZZLEMAN	-11.0	\$82.31	8.0	\$107.52	3.0	\$132.73	\$1,058.90
	TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	6	RODMAN / GUNMAN	-11.0	\$82.31	8.0	\$107.52	3.0	\$132.73	\$2,117.81
	DRILLING / ANCHORS				4	LABORER 731	-11.0	\$77.13	8.0	\$102.35	3.0	\$127.56	\$1,411.87
	JACK LEG DRILL		\$26.00	\$0.00		LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
			\$0.00	\$0.00		LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
			\$0.00	\$0.00		CARPENTER FOREMAN		\$106.72		\$138.14		\$169.66	\$0.00
			\$0.00	\$0.00		JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING				1	MASON	-11.0	\$98.85	8.0	\$123.11	3.0	\$149.38	\$367.75
	SCAFFOLDING FRAMES		\$6.00	\$0.00	24	TOTAL CREWMEN	-99.0		56.0		43.0		\$10,414.90
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00		SUBSISTENCE	UNIT	RATE					TOTAL
	6" PLASTER JACKS		\$5.00	\$0.00	2	SUPERINTENDENT		\$95.00					\$190.00
	4" PLASTER JACKS		\$4.00	\$0.00	2	FOREMAN		\$85.00					\$170.00
	WARES				0	CARPENTER		\$75.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	11	LABORER		\$75.00					\$825.00
	CONCRETE GRINDERS		\$9.00	\$0.00	0	OPERATOR		\$0.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	15	TOTAL COST							\$1,185.00
	TOTAL COST			\$0.00									

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00	1	PLANT OPENING	1	2000	\$2,000.00
	PLANT OPENING FEES	EA		\$0.00	1	WEEKEND TRUCK DRIVE	1	8680	\$8,680.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X4	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$10,680.00

## COST TOTALS

EQUIPMENT	\$0.00	TOTAL LABOR COST	\$10,414.90
SMALL TOOLS / PER MAN - 24	\$85.00	SUBSISTENCE	\$1,185.00
MATERIALS / SUBCONTRACTS	\$10,680.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX - 0.09%	\$0.00		
SUBTOTAL COSTS	\$12,720.00	SUBTOTAL COSTS	\$11,599.90
EQ/MAT/SUBS OH & PROFIT 15%	\$1,908.00	LABOR OH & PROFIT 15%	\$1,739.98
TOTAL	\$14,628.00	TOTAL	\$13,339.88

TOTAL INVOICE AMOUNT

\$27,967.88

PREPARED BY Armando Ramos

FROM

(WED) AUG 22 2012 11:07/ST. 13:05/NO. 7511021790 P 10

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 10  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076518	8/03/12	ICE	ICE	360.000 T	0.450
00076518	8/03/12	OVERTIME FOR PM DELIVE	OT	5.000 T	125.000
00076519	8/03/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00076519	8/03/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076519	8/03/12	ICE	ICE	360.000 T	0.450
00076519	8/03/12	OVERTIME FOR PM DELIVE	OT	4.000 T	125.000
00076520	8/03/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00076520	8/03/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076520	8/03/12	ICE	ICE	360.000 T	0.450
00076520	8/03/12	OVERTIME FOR PM DELIVE	OT	5.500 T	125.000
00076521	8/03/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00076521	8/03/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076521	8/03/12	ICE	ICE	360.000 T	0.450
00076521	8/03/12	P.M. PLANT OPENING CHA	PM-POC	2.000 T	250.000
00076521	8/03/12	OVERTIME FOR PM DELIVE	OT	6.500 T	125.000
00076522	8/04/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076522	8/04/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076522	8/04/12	ICE	ICE	360.000 T	0.450
00076522	8/04/12	DRIVER & TRUCK CHARGE	DR-TRU	8.000 T	155.000
00076523	8/04/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076523	8/04/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076523	8/04/12	ICE	ICE	360.000 T	0.450
00076523	8/04/12	DRIVER & TRUCK CHARGE	DR-TRU	8.000 T	155.000
00076525	8/04/12	6000 PSI SPECIAL PRICE	60SCS.SP	10.000 T	99.800
00076525	8/04/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110

1,240

1,240



FROM

(WED) AUG 22 2012 11:03/ST. 11:03/No. 7511021780 P 11

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 11  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00076525	8/04/12	ICE	360.000 T	0.450
00076525	8/04/12	DRIVER & TRUCK CHARGE DR-TRU	10.000 T	155.000
00076526	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076526	8/04/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076526	8/04/12	ICE	360.000 T	0.450
00076526	8/04/12	DRIVER & TRUCK CHARGE DR-TRU	10.500 T	155.000
00076528	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076528	8/04/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076528	8/04/12	ICE	360.000 T	0.450
00076529	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076529	8/04/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076529	8/04/12	ICE	360.000 T	0.450
00076531	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076531	8/04/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076531	8/04/12	ICE	360.000 T	0.450
00076534	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076534	8/04/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076534	8/04/12	ICE	360.000 T	0.450
00076534	8/04/12	DRIVER & TRUCK CHARGE DR-TRU	11.000 T	155.000
00076535	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076535	8/04/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076535	8/04/12	ICE	360.000 T	0.450
00076537	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076537	8/04/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076537	8/04/12	ICE	360.000 T	0.450

FROM

&lt;HED&gt; AUG 22 2012 17:38/ST. 11:35/NO. 7511021730 P 12

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 12  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS COST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076538	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076538	8/04/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076538	8/04/12	ICE	360.000	T	0.450
00076538	8/04/12	DRIVER & TRUCK CHARGE DR-TRU	8.500	T	155.000
00076539	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076539	8/04/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076539	8/04/12	ICE	360.000	T	0.450
00076540	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076540	8/04/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076540	8/04/12	ICE	360.000	T	0.450
00076541	8/04/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076541	8/04/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076541	8/04/12	ICE	360.000	T	0.450
00076544	8/06/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076544	8/06/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076544	8/06/12	WASHOUT BOX WASH	1.000	T	50.000
00076544	8/06/12	WAITING TIME WT	.500	E	125.000
00076545	8/06/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076545	8/06/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076545	8/06/12	WAITING TIME WT	1.500	E	125.000
00076555	8/06/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076555	8/06/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076555	8/06/12	ICE	360.000	T	0.450
00076559	8/07/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076559	8/07/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110

FROM

(WED) AUG 22 2012 11:09/ST. 11:05/A. 6.7511321783 P 10

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 19  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076769	8/14/12	W.O. CEMENT STABILIZER WO	158.000	T	0.110
00076769	8/14/12	WAITING TIME WT	.500	E	125.000
00076769	8/14/12	SHORT LOAD CHARGE SL	1.000	E	135.000
00076773	8/14/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076773	8/14/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076773	8/14/12	WAITING TIME WT	1.000	E	125.000
00076777	8/14/12	6000 PSI SHOTCRETE 60SCS-SU.	6.000	T	124.800
00076777	8/14/12	W.O. CEMENT STABILIZER WO	118.000	T	0.110
00076777	8/14/12	SHORT LOAD CHARGE SL	1.000	E	135.000
TOTAL UNITS/YDS/TONS/MT			54,835.500		

## \*\*\* INVOICE PRODUCT SUMMARY\*\*\*

PRODUCT DESCRIPTION	UNITS	PRICE	AMOUNT	TAX
6000 PSI SHOTCRETE	1089.00	124.80	135,907.20	
W.O. CEMENT STABILIZER	27860.00	.11	3,064.60	
WAITING TIME	64.50	125.00	8,062.50	
OVERTIME FOR PM DELIVERY	48.50	125.00	6,062.50	
WASHOUT BOX	6.00	50.00	300.00	
ICE	25308.00	.45	11,388.60	
6000 PSI SPECIAL PRICE	315.00	99.80	31,437.00	
PLANT OPENING CHARGE	1.00	2000.00	2,000.00	
DRIVER & TRUCK CHARGE	136.00	155.00	21,080.00	
P.M. PLANT OPENING CHARG	4.50	250.00	1,125.00	
SHORT LOAD CHARGE	3.00	135.00	405.00	

\*\*\*\* TOTAL INVOICE AMT DUE \*\*\*\*>>>>>> 220,832.40

100% REJECTED - 8/3

WT

(1431.78)

(8062.50)

211,338.12

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 898-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: August 07, 2012

Project: MTA Contract C-26510 Site J  
Subject: Shotcrete Sand Wall on 08-07-12  
Ref:

## CHANGE ORDER REQUEST: 9058-015.03

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Sand Wall on 1-Line above the Vent Shaft on August 7, 2012  
Contract Sand Wall of 385 Square Feet at \$15.00 per SF: \$5,775.00  
Overbreak of Approx. 3 Cubic Yards (in excess of design thickness) at \$375 per CY: \$1,125  
Total: \$6,900.00

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$6,900.00
Change to contract completion date	0 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

*[Signature]*  
8/7/12

Signed:  
By: Robert Stepien

FILE:

# PERIOR GUNITE

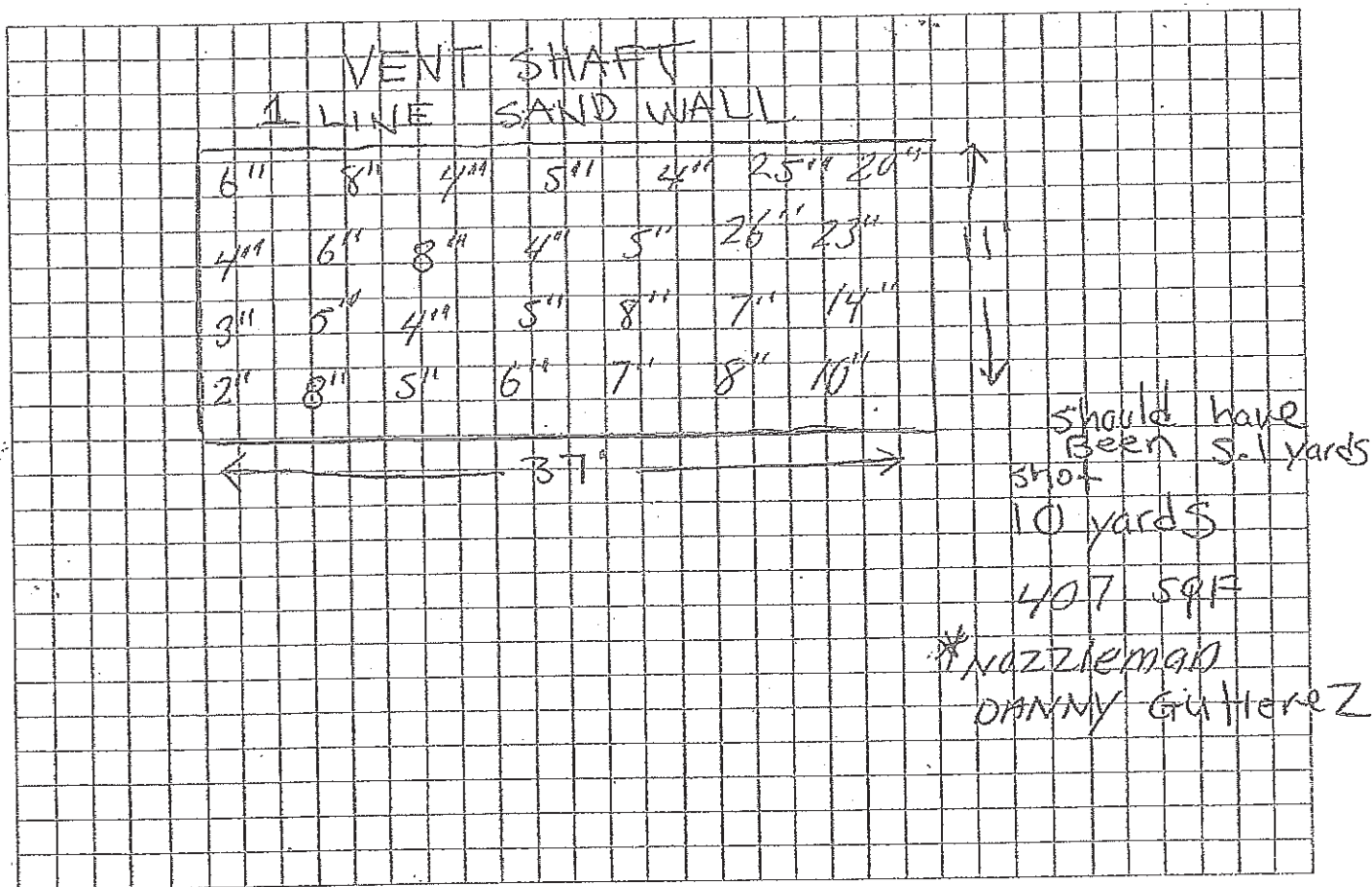
12306 Van Nuys Blvd.  
Lakeview Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: \_\_\_\_\_ DATE: 8/7/12  
NAME OF JOB: site J SG FOREMAN: ruben  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by  
Contractor shall be used for purposes of  
Shotcrete placement quantities  
verification.

SIGNATURE: \_\_\_\_\_

DATED: 8/7/12

COMPANY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUPERIOR GUNITE AGENTS SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: 8/7/12

MEMBER



CONTRACTOR'S LICENSE #370034





# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: August 10, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 08-11-12  
Ref:

## CHANGE ORDER REQUEST: 9058-015.04

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete in Vent Shaft (North and West from EL 77.50' to EL 97.75') and B1 Tunnel Arch Pour 13B, on Saturday, August 11, 2012.

The charges are for the Premium Time of two crews, Plant Opening, and trucks based on 10 hours of work. The cost will be revised if the actual time is less than or more than 10 hours.

Total: \$23,853.00 (markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$23,853.00
Change to contract completion date	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor : YCC  
Project : SITE J  
SG Job # : 9058

DATE OF WORK : 08/11/2012

RFI # : N/A  
SGEWT # : N/A

Work Description : Premium Time and Plant Opening Charges for working on Saturday. Two crews.

## LABOR AND EQUIPMENT

UPDATED: 7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	QTY	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				2	SUPERINTENDENT	-10.0	\$110.68	8.0	\$144.08	2.0	\$177.48	\$801.68
	SHOTCRETE PUMPS		\$188.00	\$0.00	2	LABOR FOREMAN	-10.0	\$84.29	8.0	\$110.75	2.0	\$137.22	\$635.18
	BACK UP PUMP		\$63.00	\$0.00	2	OPERATOR PUMP - 14	-10.0	\$104.14		\$140.63	10.0	\$175.28	\$1,422.77
	375 COMPRESSOR		\$29.00	\$0.00	2	OPERATOR PUMP - 15	-10.0	\$98.85		\$134.01	10.0	\$167.54	\$1,373.87
	1 TON TRUCK		\$43.00	\$0.00	2	WIREMAN	-10.0	\$82.31	8.0	\$107.52	2.0	\$132.73	\$605.09
	ACC PUMP		\$23.00	\$0.00	3	NOZZLEMAN	-10.0	\$82.31	8.0	\$107.52	2.0	\$132.73	\$907.63
	TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	6	RODMAN / GUNMAN	-10.0	\$82.31	8.0	\$107.52	2.0	\$132.73	\$1,815.26
	DRILLING / ANCHORS				4	LABORER 731	-10.0	\$77.13	8.0	\$102.35	2.0	\$127.56	\$1,210.18
	JACK LEG DRILL		\$26.00	\$0.00		LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00		LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
				\$0.00		CARPENTER FOREMAN		\$105.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING					JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1	MASON	-10.0	\$96.85	8.0	\$123.11	2.0	\$149.38	\$315.22
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	24	TOTAL CREWMEN	-90.0		66.0		34.0		\$9,086.86
	6" PLASTER JACKS		\$5.00	\$0.00		SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	1	SUPERINTENDENT		\$95.00					\$95.00
	WIRES				2	FOREMAN		\$85.00					\$170.00
	WIREMAN DRILLS		\$12.00	\$0.00	0	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	11	LABORER		\$75.00					\$825.00
	CONCRETE DRILLS		\$8.00	\$0.00	0	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	14	TOTAL COST							\$1,090.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00	0	PLANT OPENING	1	0	\$0.00
	PLANT OPENING FEES	EA		\$0.00	1	WEEKEND TRUCK DRIVE	1	\$825	\$825.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5" X 4"	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$8,625.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$9,086.86
SMALL TOOLS / PER MAN 24	\$85.00	\$2,040.00	SUBSISTENCE	\$1,090.00
MATERIALS / SUBCONTRACTS		\$8,625.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX 0.00%		\$0.00		
SUBTOTAL COSTS		\$10,565.00	SUBTOTAL COSTS	\$10,176.86
EQ/MAT/SUBS OH & PROFIT 15%		\$1,584.75	LABOR OH & PROFIT 15%	\$1,626.53
TOTAL		\$12,149.75	TOTAL	\$11,703.39

TOTAL INVOICE AMOUNT

\$23,853.14

PREPARED BY Armando Ramos

FROM

(WED) AUG 22 2012 11:30/ST. 11:03/NO. 7511021780 P 18

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 16  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS COST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00076642	8/09/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076642	8/09/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076642	8/09/12	P.M. PLANT OPENING CHA PM-POC	2.500 T	250.000
00076642	8/09/12	OVERTIME FOR PM DELIVE OT	5.500 T	125.000
00076643	8/09/12	6000 PSI SHOTCRETE 60SCS-SU.	4.000 T	124.800
00076643	8/09/12	W.O. CEMENT STABILIZER WO	78.000 T	0.110
00076643	8/09/12	OVERTIME FOR PM DELIVE OT	5.500 T	125.000
00076647	8/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076647	8/10/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076653	8/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076653	8/10/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076653	8/10/12	WAITING TIME WT	1.000 E	125.000
00076659	8/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076659	8/10/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076662	8/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076662	8/10/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076676	8/10/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000 T	124.800
00076676	8/10/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076687	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076687	8/11/12	W.O. CEMENT STABILIZER WO	199.000 T	0.110
00076687	8/11/12	ICE ICE	360.000 T	0.450
00076687	8/11/12	DRIVER & TRUCK CHARGE DR-TRU	9.500 T	155.000
00076688	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076688	8/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076688	8/11/12	ICE ICE	360.000 T	0.450

1,472.5

FROM

(WED) AUG 22 2012 11:32/ST. 11:35/No. 7511021790 P 17

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 17  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE	
00076688	8/11/12	DRIVER & TRUCK CHARGE DR-TRU	8.500	T	155.000	1,317.5
00076689	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800	
00076689	8/11/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	
00076689	8/11/12	ICE	360.000	T	0.450	
00076689	8/11/12	DRIVER & TRUCK CHARGE DR-TRU	10.000	T	155.000	1,560
00076690	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800	
00076690	8/11/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	
00076690	8/11/12	ICE	360.000	T	0.450	
00076690	8/11/12	DRIVER & TRUCK CHARGE DR-TRU	9.000	T	155.000	1,395
00076691	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800	
00076691	8/11/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	
00076691	8/11/12	ICE	360.000	T	0.450	
00076691	8/11/12	DRIVER & TRUCK CHARGE DR-TRU	9.500	T	155.000	1,472.5
00076692	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800	
00076692	8/11/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	
00076692	8/11/12	ICE	360.000	T	0.450	
00076692	8/11/12	DRIVER & TRUCK CHARGE DR-TRU	8.500	T	155.000	1,317.5
00076693	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800	
00076693	8/11/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	
00076693	8/11/12	ICE	360.000	T	0.450	
00076694	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800	
00076694	8/11/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	
00076694	8/11/12	ICE	360.000	T	0.450	
00076695	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800	
00076695	8/11/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110	

FROM

(WED) AUG 22 2012 10:03/ST. 11:05/NO. 7511021730 P 10

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 13  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS COST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00076695	8/11/12	ICE	360.000 T	0.450
00076696	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076696	8/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076696	8/11/12	ICE	360.000 T	0.450
00076697	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076697	8/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076697	8/11/12	ICE	360.000 T	0.450
00076698	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T /	99.800
00076698	8/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076698	8/11/12	ICE	360.000 T	0.450
00076700	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076700	8/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076700	8/11/12	ICE	360.000 T	0.450
00076701	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800
00076701	8/11/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00076701	8/11/12	ICE	360.000 T	0.450
00076703	8/11/12	6000 PSI SPECIAL PRICE 60SCS.SP	5.000 T	99.800
00076703	8/11/12	W.O. CEMENT STABILIZER WO	98.000 T	0.110
00076703	8/11/12	ICE	180.000 T	0.450
00076762	8/14/12	6000 PSI SHOTCRETE 60SCS-SU.	8.000 T	124.800
00076762	8/14/12	W.O. CEMENT STABILIZER WO	158.000 T	0.110
00076762	8/14/12	WASHOUT BOX WASH	1.000 T	50.000
00076762	8/14/12	WAITING TIME WT	1.000 E	125.000
00076762	8/14/12	SHORT LOAD CHARGE SL	1.000 E	135.000
00076769	8/14/12	6000 PSI SHOTCRETE 60SCS-SU.	8.000 T	124.800



FROM

(WED) AUG 22 2012 11:38/ST. 11:35/NO. 7511021780 P 18

## I N V O I C E

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPEETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 19  
 Invoice No. : 00025697  
 Invoice Date : 8/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

14TH ST & 10TH AVE  
 SUP-1

8/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076769	8/14/12	W.O. CEMENT STABILIZER WO	158.000	T	0.110
00076769	8/14/12	WAITING TIME WT	.500	E	125.000
00076769	8/14/12	SHORT LOAD CHARGE SL	1.000	E	135.000
00076773	8/14/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076773	8/14/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076773	8/14/12	WAITING TIME WT	1.000	E	125.000
00076777	8/14/12	6000 PSI SHOTCRETE 60SCS-SU.	6.000	T	124.800
00076777	8/14/12	W.O. CEMENT STABILIZER WO	118.000	T	0.110
00076777	8/14/12	SHORT LOAD CHARGE SL	1.000	E	135.000
TOTAL UNITS/YDS/TONS/MT			54,835.500		

## \*\*\* INVOICE PRODUCT SUMMARY \*\*\*

PRODUCT DESCRIPTION	UNITS	PRICE	AMOUNT	TAX
6000 PSI SHOTCRETE	1089.00	124.80	135,907.20	
W.O. CEMENT STABILIZER	27860.00	.11	3,064.60	
WAITING TIME	64.50	125.00	8,062.50	
OVERTIME FOR PM DELIVERY	48.50	125.00	6,062.50	
WASHOUT BOX	6.00	50.00	300.00	
ICE	25308.00	.45	11,388.60	
6000 PSI SPECIAL PRICE	315.00	99.80	31,437.00	
PLANT OPENING CHARGE	1.00	2000.00	2,000.00	
DRIVER & TRUCK CHARGE	136.00	155.00	21,080.00	
P.M. PLANT OPENING CHARGE	4.50	250.00	1,125.00	
SHORT LOAD CHARGE	3.00	135.00	405.00	

\*\*\*\* TOTAL INVOICE AMT DUE \*\*\*\*>>>>>> 220,832.40

100% REJECTED 8/3

WT

(1431.78)

(8062.50)

211,338.12

# SUPERIOR GUNITE

° GUNITE CONSTRUCTION  
° ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4661  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

*SENT VIA: email*  
Date: August 17, 2012

Project: MTA Contract C-26510 Site J  
Subject: Delays and Overtime on 08-17-12  
Ref:

## CHANGE ORDER REQUEST: 9058-015.05

Dear Robert:

This letter is to provide official notification of a project change as follows:  
The shotcrete operation was delayed due to denied access for concrete trucks and the crew was on standby for one shift until truck delivery was available. The entrance at 33<sup>rd</sup> between 11<sup>th</sup> Ave and 12<sup>th</sup> Ave was blocked.

One load of concrete lost: \$1,725  
Crew for 5 hours of lost time: \$7,305.12  
Crew for 1.5 hours of overtime(premium): \$812.73


Total: \$9,843

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$9,843.00
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC

Project: SITE J

SG Job #: 9058

Work Description: Lost Shift

DATE OF WORK: 08/17/2012

RFI #: N/A

SG EWT #: N/A

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT		\$110.68		\$144.08		\$177.48	\$0.00
	SHOTCRETE PUMPS		\$168.00	\$0.00	1 LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	1 OPERATOR PUMP - 14		\$104.14		\$140.63		\$175.28	\$0.00
	375 COMPRESSOR		\$29.00	\$0.00	2 OPERATOR PUMP - 15		\$98.85		\$134.01		\$167.54	\$0.00
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN		\$82.31		\$107.52		\$132.73	\$0.00
	ACC PUMP		\$23.00	\$0.00	1 NOZZLEMAN		\$82.31		\$107.52		\$132.73	\$0.00
	TEST CORING				1 LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4 RODMAN / GUNMAN		\$82.31		\$107.52		\$132.73	\$0.00
	DRILLING / ANCHORS				2 LABORER 731		\$77.13		\$102.35		\$127.56	\$0.00
	JACK LEG DRILL		\$26.00	\$0.00	1 LABOR FOREMAN 731		\$79.64		\$106.11		\$132.67	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	1 LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	1 LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00	1 LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
				\$0.00	1 CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING				1 JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1 MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	13 TOTAL CREWMEN	0.0		0.0		0.0		\$0.00
	4" PLASTER JACKS		\$5.00	\$0.00	1 SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	1 SUPERINTENDENT		\$95.00					\$0.00
	WIRES				1 FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	1 CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	1 LABORER		\$75.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	0 OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	0 TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
10	READY MIX CONCRETE	CYS	\$150.00	\$1,500.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	1	155	\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HIRIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"x8"	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$1,500.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$0.00
SMALL TOOLS / PER MAN	13	\$0.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS		\$1,500.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$1,500.00	SUBTOTAL COSTS	\$0.00
EQ/MAT/SUBS OH & PROFIT	15%	\$225.00	LABOR OH & PROFIT	15%
TOTAL		\$1,725.00	TOTAL	\$0.00

TOTAL INVOICE AMOUNT

\$1,725.00

PREPARED BY Armando Ramos

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC

DATE OF WORK: 08/17/2012

Project: SITE J

RFI #: N/A

SG Job #: 9058

SG EWT #: N/A

Work Description: Lost Shift

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT	5.0	\$110.68		\$144.08		\$177.48	\$553.38
	SHOTCRETE PUMPS		\$188.00	\$0.00	1 LABORER FOREMAN	5.0	\$84.29		\$110.75		\$137.22	\$421.44
	BACK UP PUMP		\$68.00	\$0.00	1 OPERATOR PUMP - 14	5.0	\$104.14		\$140.63		\$175.28	\$520.71
	375 COMPRESSOR		\$29.00	\$0.00	2 OPERATOR PUMP - 15	5.0	\$98.85		\$134.01		\$167.54	\$988.46
	1 TON TRUCK		\$43.00	\$0.00	WIREMAN	5.0	\$82.31		\$107.52		\$132.73	\$0.00
	ACC PUMP		\$23.00	\$0.00	1 NOZZLEMAN	5.0	\$82.31		\$107.52		\$132.73	\$411.54
	TEST CORING				LABORER FOREMAN II	5.0	\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4 RODMAN / GUNMAN	5.0	\$82.31		\$107.52		\$132.73	\$1,648.17
	DRILLING / ANCHORS				2 LABORER 731	5.0	\$77.13		\$102.35		\$127.56	\$771.34
	JACK LEG DRILL		\$26.00	\$0.00	LABORER FOREMAN 731	5.0	\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18	5.0	\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24	5.0	\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00	LABORER - Appren. 13-18	5.0	\$69.10		\$87.87		\$106.64	\$0.00
				\$0.00	CARPENTER FOREMAN	5.0	\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING				JOURNEYMAN CARP.	5.0	\$102.76		\$132.20		\$161.54	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1 MASON	5.0	\$95.85		\$123.11		\$149.38	\$484.23
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	13 TOTAL CREWMEN	80.0		0.0		0.0		\$5,797.28
	6" PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	1 SUPERINTENDENT		\$95.00					\$95.00
	WIRES				1 FOREMAN		\$65.00					\$65.00
	WIREMAN DRILLS		\$12.00	\$0.00	0 CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	5 LABORER		\$75.00					\$375.00
	CONCRETE DRILLS		\$8.00	\$0.00	0 OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	7 TOTAL COST							\$555.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$150.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	1	155	\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5" X 3"	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$5,797.28
SMALL TOOLS / PER MAN 13		\$0.00	SUBSISTENCE	\$555.00
MATERIALS / SUBCONTRACTS		\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX 0.00%		\$0.00		
SUBTOTAL COSTS		\$0.00	SUBTOTAL COSTS	\$6,352.28
EQ/MAT/SUBS OH & PROFIT 15%		\$0.00	LABOR OH & PROFIT 15%	\$952.84
TOTAL		\$0.00	TOTAL	\$7,305.12

TOTAL INVOICE AMOUNT

\$7,305.12

PREPARED BY Armando Ramos

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 08/17/2012

RFI #: N/A

SG EWT #: N/A

Work Description: Lost Shift

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT	-1.5	\$110.68	1.5	\$144.08		\$177.48	\$50.10
	SHOTCRETE PUMPS		\$188.00	\$0.00	1 LABOR FOREMAN	-1.5	\$84.29	1.5	\$110.75		\$137.22	\$39.70
	BACK UP PUMP		\$68.00	\$0.00	1 OPERATOR PUMP - 14	-1.5	\$104.14		\$140.63	1.5	\$175.28	\$106.71
	375 COMPRESSOR		\$29.00	\$0.00	2 OPERATOR PUMP - 15	-1.5	\$98.85		\$134.01	1.5	\$167.54	\$206.08
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN	-1.5	\$82.31		\$107.52		\$132.73	\$0.00
	ACC PUMP		\$23.00	\$0.00	1 NOZZLEMAN	-1.5	\$82.31	1.5	\$107.52		\$132.73	\$37.82
	TEST CORING				1 LABOR FOREMAN II	-1.5	\$84.82		\$111.28		\$137.76	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4 RODMAN / GUNMAN	-1.5	\$82.31	1.5	\$107.52		\$132.73	\$151.27
	DRILLING / ANCHORS				2 LABORER 731	-1.5	\$77.13	1.5	\$102.35		\$127.55	\$75.64
	JACK LEG DRILL		\$26.00	\$0.00	1 LABOR FOREMAN 731	-1.5	\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	1 LABORER 18	-1.5	\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$9.00	\$0.00	1 LABORER - Appren. 19-24	-1.5	\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00	1 LABORER - Appren. 13-18	-1.5	\$69.10		\$87.87		\$108.64	\$0.00
				\$0.00	1 CARPENTER FOREMAN	-1.5	\$108.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING				1 JOURNEYMAN CARP.	-1.5	\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1 MASON	-1.5	\$96.85	1.5	\$123.11		\$149.38	\$39.40
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	13 TOTAL CREWMEN	-24.0		9.0		3.0		\$706.72
	6" PLASTER JACKS		\$5.00	\$0.00								
	4" PLASTER JACKS		\$4.00	\$0.00								
	VARIES											
	WIREMAN DRILLS		\$12.00	\$0.00								
	CONCRETE GRINDERS		\$9.00	\$0.00								
	CONCRETE DRILLS		\$8.00	\$0.00								
	TOTAL COST			\$0.00	0 TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$150.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	8	155	\$0.00
	PLASIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X3	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$706.72
SMALL TOOLS / PERMAN	18	\$0.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS		\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$0.00	SUBTOTAL COSTS	\$706.72
EQ/MAT/SUBS OH & PROFIT	15%	\$0.00	LABOR OH & PROFIT	15%
TOTAL		\$0.00	TOTAL	\$812.73

TOTAL INVOICE AMOUNT

\$812.73

PREPARED BY Armando Ramos



# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 2  
Invoice No. : 00025754  
Invoice Date : 8/31/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD,  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

8/31/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00036703	8/27/12	WAITING TIME	WT	1.000 E	125.000
00036711	8/28/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00036711	8/28/12	W.O. CEMENT STABILIZER	WO	202.000 T	0.110
00036711	8/28/12	WAITING TIME	WT	.500 E	125.000
00038078	8/17/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00038078	8/17/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00038078	8/17/12	WAITING TIME	WT	1.000 E	125.000
00038095	8/23/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00038095	8/23/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00038095	8/23/12	WAITING TIME	WT	1.000 E	125.000
00038146	8/28/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00038146	8/28/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00038146	8/28/12	WAITING TIME	WT	1.000 E	125.000
00076800	8/16/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00076800	8/16/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076800	8/16/12	WAITING TIME	WT	1.000 E	125.000
00076804	8/16/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00076804	8/16/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076804	8/16/12	WAITING TIME	WT	1.000 E	125.000
00076807	8/16/12	6000 PSI SHOTCRETE	60SCS-SU.	8.000 T	124.800
00076807	8/16/12	W.O. CEMENT STABILIZER	WO	158.000 T	0.110
00076815	8/17/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800
00076815	8/17/12	W.O. CEMENT STABILIZER	WO	198.000 T	0.110
00076815	8/17/12	WASHOUT BOX	WASH	1.000 T	50.000
00076832	8/17/12	6000 PSI SHOTCRETE	60SCS-SU.	10.000 T	124.800

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 3  
Invoice No. : 00025754  
Invoice Date : 8/31/12

TO: SUPERIOR GUNITE  
12305 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

8/31/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS	UM	PRICE
00076832	8/17/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076832	8/17/12	WAITING TIME WT	1.000	E	125.000
00076839	8/18/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076839	8/18/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076839	8/18/12	DRIVER & TRUCK CHARGE DR-TRU	8.000	T	155.000
00076840	8/18/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076840	8/18/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076840	8/18/12	DRIVER & TRUCK CHARGE DR-TRU	8.000	T	155.000
00076841	8/18/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000	T	99.800
00076841	8/18/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076916	8/22/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076916	8/22/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076916	8/22/12	WAITING TIME WT	1.500	E	125.000
00076923	8/22/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076923	8/22/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076923	8/22/12	WAITING TIME WT	2.000	E	125.000
00076939	8/23/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076939	8/23/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076939	8/23/12	WAITING TIME WT	.500	E	125.000
00076998	8/27/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00076998	8/27/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00076998	8/27/12	WAITING TIME WT	1.000	E	125.000
00077071	8/28/12	6000 PSI SHOTCRETE 60SCS-SU.	10.000	T	124.800
00077071	8/28/12	W.O. CEMENT STABILIZER WO	198.000	T	0.110
00077071	8/28/12	WAITING TIME WT	1.000	E	125.000

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email  
Date: August 20, 2012

Project: MTA Contract C-26510 Site J  
Subject: Standby on 08-20-12  
Ref:

## CHANGE ORDER REQUEST: 9058-015.06

Dear Robert:

This letter is to provide official notification of a project change as follows:  
Short day for the shotcrete crew as there was not enough E1 8-in wall ready for shotcrete. Friday's meeting between Superior Gunite and Yonkers it was stated by Yonkers that additional 8" wall to include a 1/3 of the incline and the 12" wall on the top ready for Superior on Monday morning. Upon arrival this AM these sections were not ready and Superior waited 2 hours. This is a direct result of lathers not working on this wall on Friday and Saturday to prepare it as Yonkers management promised Superior Gunite. As a result Superior Gunite lost 1/2 the days production due to Yonkers' inability to prepare work as promised. In the future Superior will inspect sections done prior to ordering men and equipment to work in order to help Yonkers mitigate this loss.

Four hours of crew standby: \$5,333.50

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$5,333.50
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 08/20/2012  
RFI #: N/A  
SG EWT #: N/A

Work Description: 4 hours standby

## LABOR AND EQUIPMENT

UPDATED: 7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT	4.0	\$110.68		\$144.08		\$177.48	\$442.71
	SHOTCRETE PUMPS		\$188.00	\$0.00	1 LABOR FOREMAN	4.0	\$84.29		\$110.75		\$137.22	\$337.16
	BACK UP PUMP		\$68.00	\$0.00	1 OPERATOR PUMP - 14	4.0	\$104.14		\$140.63		\$175.28	\$416.57
	375 COMPRESSOR		\$29.00	\$0.00	2 OPERATOR PUMP - 15	4.0	\$98.85		\$134.01		\$167.64	\$790.77
	1 TON TRUCK		\$43.00	\$0.00	WIREMAN		\$82.31		\$107.52		\$132.73	\$0.00
	ACC PUMP		\$23.00	\$0.00	1 NOZZLEMAN	4.0	\$82.31		\$107.52		\$132.73	\$329.23
	TEST CORING				LABOR FOREMAN II		\$84.32		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4 RODMAN / GUNMAN	4.0	\$82.31		\$107.52		\$132.73	\$1,318.93
	DRILLING / ANCHORS				2 LABORER 731	4.0	\$77.13		\$102.35		\$127.66	\$617.07
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$108.11		\$132.67	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
				\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING				JOURNEYMAN CARP.		\$102.78		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1 MASON	4.0	\$96.85		\$123.11		\$149.38	\$387.38
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	13 TOTAL CREWMEN	32.0		0.0		0.0		\$4,637.82
	6" PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	SUPERINTENDENT		\$95.00					\$0.00
	WIRES				FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	LABORER		\$75.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	0 TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$150.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	1	155	\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5" X	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT	\$0.00	TOTAL LABOR COST	\$4,637.82
SMALL TOOLS / PER MAN - 13	\$0.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS	\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX - 0.00%	\$0.00		
SUBTOTAL COSTS	\$0.00	SUBTOTAL COSTS	\$4,637.82
EQ/MAT/SUBS OH & PROFIT 15%	\$0.00	LABOR OH & PROFIT 15%	\$695.67
TOTAL	\$0.00	TOTAL	\$5,333.50

TOTAL INVOICE AMOUNT

\$5,333.50

PREPARED BY Armando Ramos

# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: August 22, 2012

Project: MTA Contract C-26510 Site J  
Subject: Shotcrete Sand Wall on 08-23-12  
Ref:

## CHANGE ORDER REQUEST: 9058-015.07

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Sand Wall along 1-Line above the Vent Shaft on August 23, 2012  
Contract Sand Wall of approximately 294 Square Feet at \$15.00 per SF: \$4,410.00  
Overbreak of Approx. 9 Cubic Yards (in excess of design thickness) at \$375 per CY: \$3,375  
Shotcrete Sand Wall along A-Line  
Contract Sand Wall of approximately 310 Square Feet at \$15.00 per SF: \$4,650.00  
Overbreak of Approx. 17 Cubic Yards (in excess of design thickness) at \$375 per CY: \$6,375  
**Total: \$18,810.00**

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$18,810.00
Change to contract completion date	1 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:



# OR GUNITE

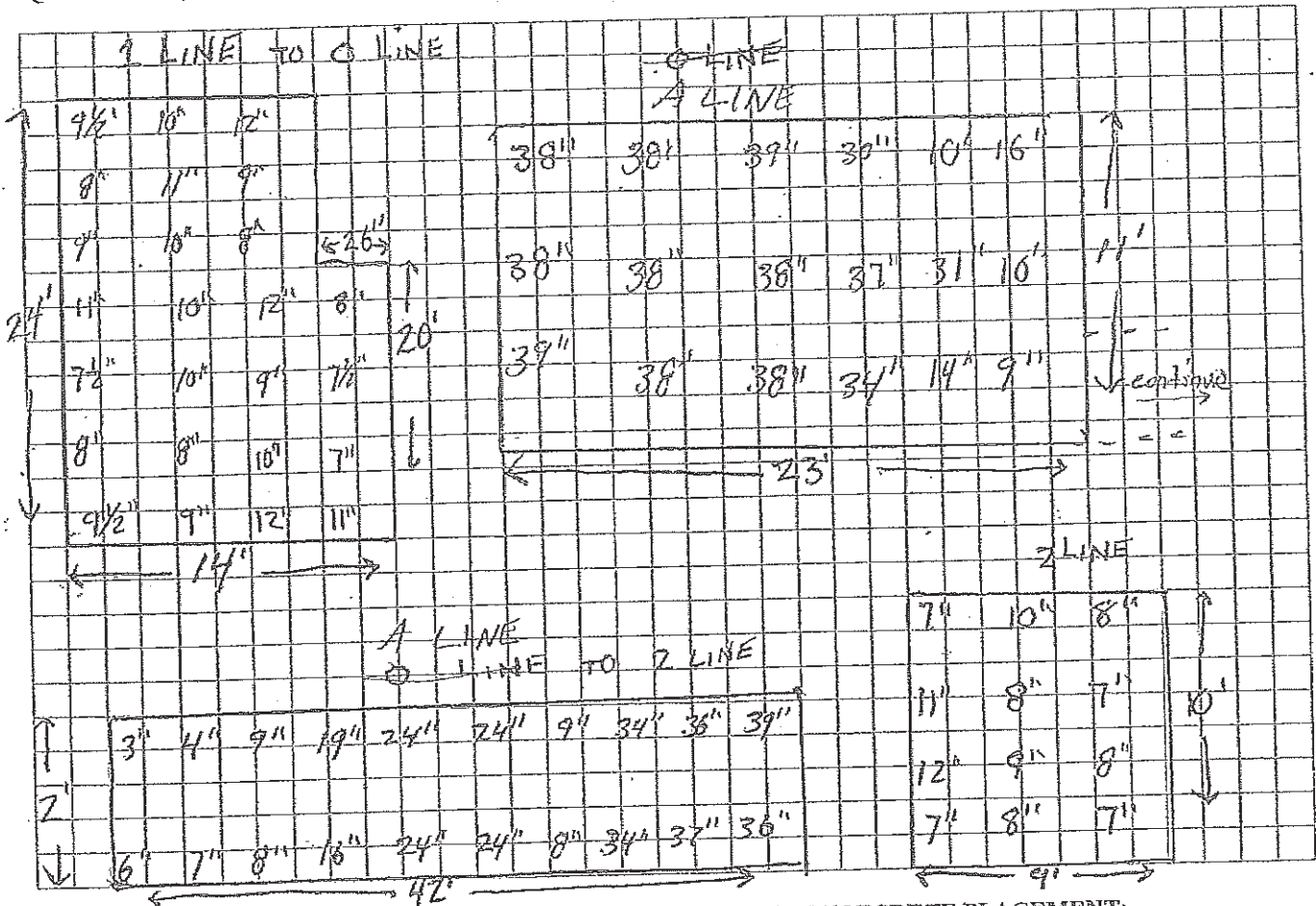
Days Blvd.  
Terrace, CA. 91342  
9199 FAX: (818)896-6699  
hotcrete.com

- GUNITE CONSTRUCTION
- ENGINEERING CONSTRUCTION

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 8-23-12  
NAME OF JOB: Site T SG FOREMAN: GABRIEL D  
ADDRESS OF JOB: 34th St

### QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



### CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature]

DATED: 8/23/12

COMPANY: Yonkers

TITLE: [Signature]

SUPERIOR GUNITE AGENTS SIGNATURE: [Signature]

TITLE: S.I.P.R.

DATED: 8-23-12

MEMBER



CONTRACTOR'S LICENSE #370034



# SUPERIOR GUNITE

◊ GUNITE CONSTRUCTION  
◊ ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: August 27, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 08-25-12 (revised)  
Ref:

## CHANGE ORDER REQUEST: 9058-015.08

Dear Robert:

This letter is to provide official notification of a project change as follows:

Wiring of 8-inch Interior Wall in E1 Tunnel on Saturday, August 25, 2012  
-Four hours of standby time while work on the steel was being completed: \$887.73  
-Premium Time of a wiring crew for 6 hours : \$633.70  
Total: \$1,438.77

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$1,521.00
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Frank Townsend

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 06/25/2012

RFI #: N/A

SG EWT #: N/A

Work Description: Standby time while work on the steel was being completed.

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	QTY	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1	SUPERINTENDENT	4.0	\$110.68		\$144.08		\$177.48	\$442.71
	SHOTCRETE PUMPS		\$188.00	\$0.00		LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00		OPERATOR PUMP - 14		\$104.14		\$140.63		\$175.28	\$0.00
	375 COMPRESSOR		\$29.00	\$0.00		OPERATOR PUMP - 15		\$98.85		\$134.01		\$167.54	\$0.00
	1 TON TRUCK		\$43.00	\$0.00	1	WIREMAN	4.0	\$82.31		\$107.52		\$132.73	\$329.23
	ACC PUMP		\$23.00	\$0.00		NOZZLEMAN		\$82.31		\$107.52		\$132.73	\$0.00
	TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00		RODMAN / GUNMAN		\$82.31		\$107.52		\$132.73	\$0.00
	DRILLING / ANCHORS					LABORER 731		\$77.13		\$102.35		\$127.58	\$0.00
	JACK LEG DRILL		\$26.00	\$0.00		LABOR FOREMAN 731		\$79.64		\$106.11		\$132.67	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-80 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00		LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
				\$0.00		CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING					JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00		MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	2	TOTAL CREWMEN	8.0		0.0		0.0		\$771.94
	6" PLASTER JACKS		\$5.00	\$0.00		SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00		SUPERINTENDENT		\$95.00					\$0.00
	WIRES					FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00		CARPENTER		\$76.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00		LABORER		\$75.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00		OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	0	TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$150.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	1	155	\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	H/RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X3"	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT	\$0.00	TOTAL LABOR COST	\$771.94
SMALL TOOLS / PER MAN	\$0.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS	\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX - 0.00%	\$0.00		
SUBTOTAL COSTS	\$0.00	SUBTOTAL COSTS	\$771.94
EQUIP/MAT/SUBS OH & PROFIT 15%	\$0.00	LABOR OH & PROFIT 15%	\$115.79
TOTAL	\$0.00	TOTAL	\$887.73

TOTAL INVOICE AMOUNT

\$887.73

PREPARED BY Armando Ramos

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 08/25/2012

RFI #: N/A  
SG EWT #: N/A

Work Description: Premium time for wiring after 3:30pm

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.J.	S.J. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				SUPERINTENDENT		\$110.68		\$144.08		\$177.48	\$0.00
	SHOTCRETE PUMPS		\$188.00	\$0.00	LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	OPERATOR PUMP - 14		\$104.14		\$140.63		\$175.28	\$0.00
	375 COMPRESSOR		\$29.00	\$0.00	OPERATOR PUMP - 15		\$98.85		\$134.01		\$167.54	\$0.00
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN		\$82.31	6.0	\$91.84		\$132.73	\$551.04
	ACC PUMP		\$23.00	\$0.00	NOZZLEMAN		\$82.31		\$107.52		\$132.73	\$0.00
	TEST CORING				LABOR FOREMAN II		\$84.62		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	RODMAN / GUNMAN		\$82.31		\$107.52		\$132.73	\$0.00
	DRILLING / ANCHORS				LABORER 731		\$77.13		\$102.35		\$127.55	\$0.00
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
				\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.58	\$0.00
	SCAFFOLDING				JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	TOTAL CREWMEN	0.0		6.0		0.0		\$551.04
	6' PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4' PLASTER JACKS		\$4.00	\$0.00	SUPERINTENDENT		\$95.00					\$0.00
	WIRES				FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	LABORER		\$75.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$150.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	1	165	\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HIRIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X3	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT	\$0.00	TOTAL LABOR COST	\$551.04
SMALL TOOLS / PER MAN	\$0.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS	\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%		
SUBTOTAL COSTS	\$0.00	SUBTOTAL COSTS	\$551.04
EQUIP/MAT/SUBS OH & PROFIT	15%	LABOR OH & PROFIT	15%
TOTAL	\$0.00	TOTAL	\$633.70

TOTAL INVOICE AMOUNT

\$633.70

PREPARED BY Armando Ramos



# SUPERIOR GUNITE

◊ GUNITE CONSTRUCTION  
◊ ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 898-9199 • (323) 877-4861  
FAX: (818) 898-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: August 28, 2012

Project: MTA Contract C-26510 Site J  
Subject: Shotcrete Backfill on Forms - 08-28-12 (revised)  
Ref:

## CHANGE ORDER REQUEST: 9058-015.09

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete 4-in thick backfill on wooden forms along 1-Line between Line O and Line I for protection purposes

-Approximately 1017 SF at \$15/SF  
Total: \$15,255

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$15,255
Change to contract completion date	1 Days
Time to complete	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Frank Townsend

Signed:  
By: Robert Stepien

FILE:



# SUPERIOR GUNITE

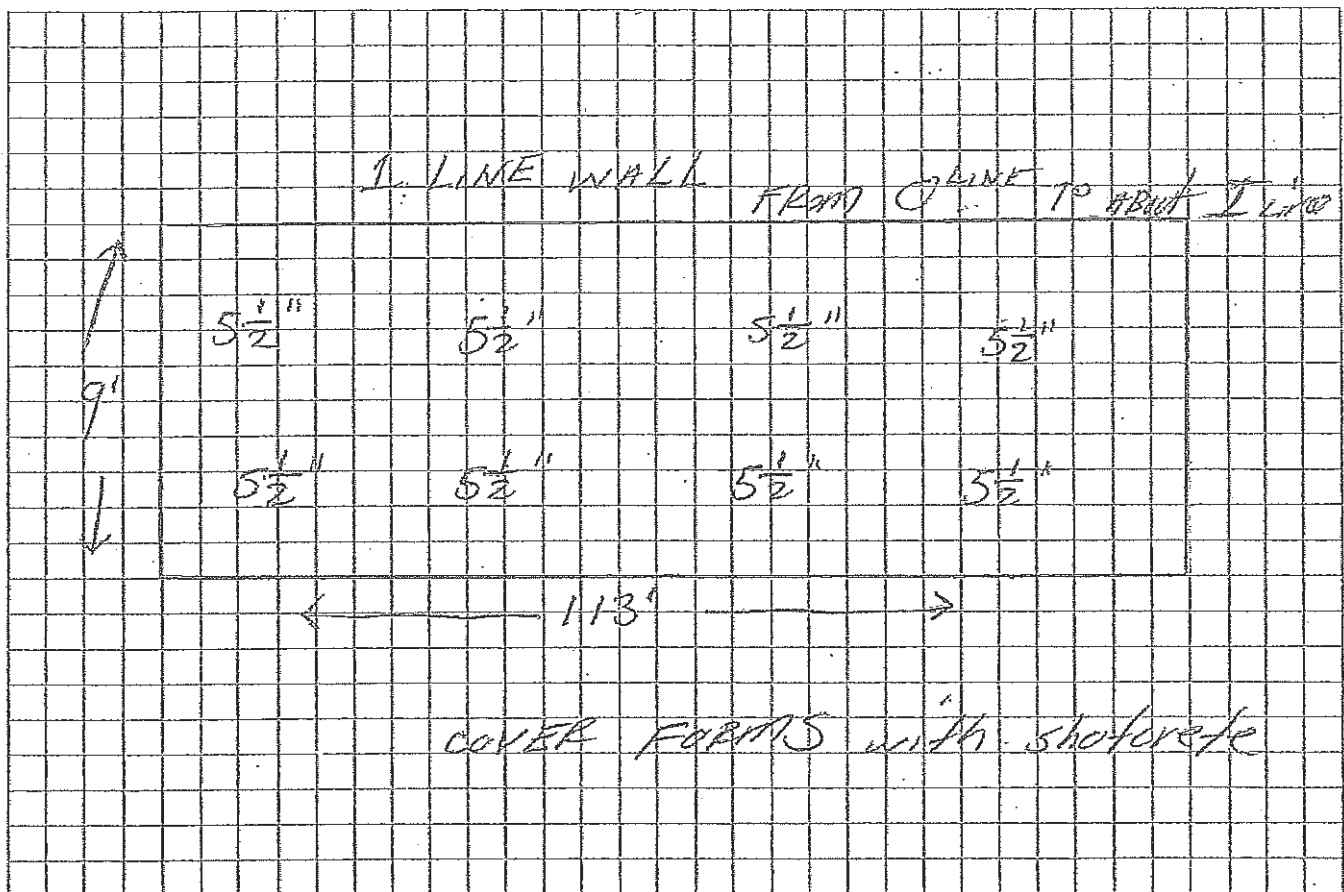
- GUNITE CONSTRUCTION
- ENGINEERING CONSTRUCTION

11 Nays Blvd.  
210 Terrace, CA. 91342  
(818) 896-9199 FAX: (818) 896-6699  
www.Shotcrete.com

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 8-28-12  
NAME OF JOB: Site J SG FOREMAN: Juan Gonzalez  
ADDRESS OF JOB: 34th St

QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



### CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by Contractor shall be used for purposes of Shotcrete placement quantities verification.

SIGNATURE: [Signature] DATED: 8/28/12  
COMPANY: YCC  
TITLE: [Signature]  
SUPERIOR GUNITE AGENTS SIGNATURE: [Signature]  
TITLE: SGA  
DATED: 8-28-12



CONTRACTOR'S LICENSE #370034



# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: August 30, 2012

Project: MTA Contract C-26510 Site J  
Subject: Slab at B1 Intermediate - 08-28-12  
Ref:

## CHANGE ORDER REQUEST: 9058-015.10

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete 14-in thick slab at the B1 Intermediate Level between Lines 3 and 4 (1'-2"x7'x35')  
-10.5CY at \$800/CY  
Total: \$8,400

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting, by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$8,400
Change to contract completion date	0 Days
Time to complete	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Frank Townsend

Signed:  
By: Robert Stepien

8/30/12

FILE:

# RIOR GUNITE

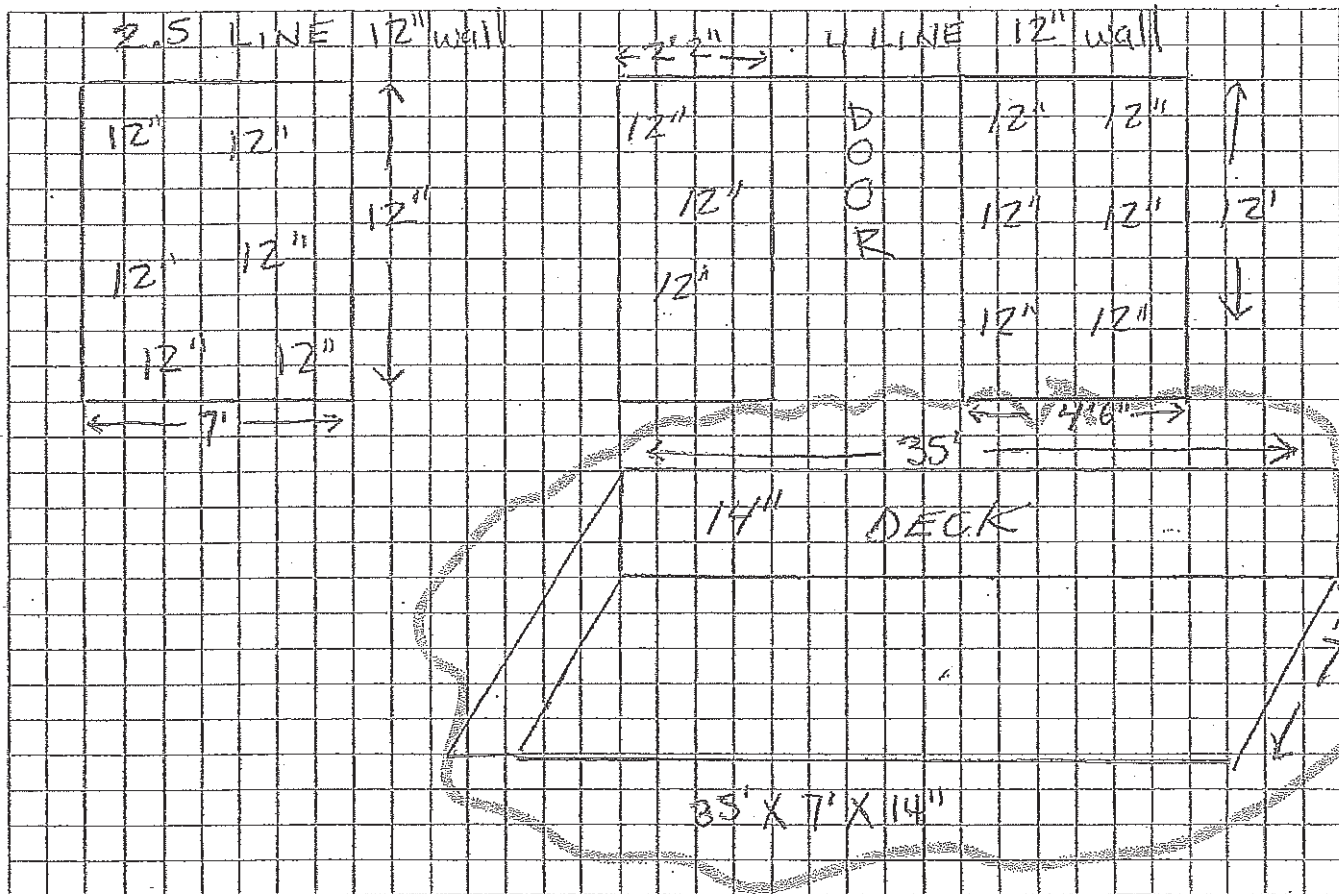
GUNITE CONSTRUCTION  
ENGINEERING CONSTRUCTION

an Nays Blvd.  
New Terrace, CA. 91342  
(818)896-9199 FAX: (818)896-6699  
www.Shotcrete.com

## SHOTCRETE PLACEMENT VERIFICATION

SG JOB #: 9058 CONTRACTOR: YONKERS DATE: 8-28-12  
NAME OF JOB: Site J SG FOREMAN: JUAN GONZALEZ  
ADDRESS OF JOB: 34th st

### QUANTITY, LOCATION, DESCRIPTION, THICKNESS & SQUARE FOOTAGE OF SHOTCRETE



### CONTRACTORS AUTHORIZED AGENT SIGNATURE VERIFYING SHOTCRETE PLACEMENT:

Signature of this document by  
Contractor shall be used for purposes of  
Shotcrete placement quantities  
verification.

SIGNATURE: [Signature]

DATED: 8/28/12

COMPANY: YK

TITLE: \_\_\_\_\_

SUPERIOR GUNITE AGENTS SIGNATURE: [Signature]

TITLE: SUPER

DATED: 8-28-12



CONTRACTOR'S LICENSE #370034



# SUPERIOR GUNITE

° GUNITE CONSTRUCTION  
° ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: September 05, 2012

Project: MTA Contract C-26510 Site J  
Subject: 12-inch Wall - 08-31-12

## CHANGE ORDER REQUEST: 9058-015.11

Dear Robert:

This letter is to provide official notification of a project change as follows:

-Shotcrete interior 12-in thick wall of approximately 13CY at Level B1 Intermediate between Lines 3 and Line 4 on 31-August-2012; This wall should have been poured on 28-August-2012 along with other interior walls, but it was not prepared in time. The following is the cost over 6 hours.

-Equipment: \$3,134.90

-Crew: \$9,292.67

Total: \$12,427.57

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting, by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$12,427.57
Change to contract completion date	1 Day
Time to complete	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:

By: Frank Townsend

Signed:

By: Robert Stepien

FILE:

9/5/12

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 08/31/2012

RFI #: N/A  
SG EWT #: N/A

Work Description: 12-in wall

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT	6.0	\$110.88		\$144.08		\$177.48	\$664.06
1	SHOTCRETE PUMPS	6.0	\$188.00	\$1,128.00	1 LABOR FOREMAN	6.0	\$84.29		\$110.76		\$137.22	\$505.73
1	BACK UP PUMP	6.0	\$68.00	\$408.00	1 OPERATOR PUMP - 14	6.0	\$104.14		\$140.63		\$175.28	\$824.85
	375 COMPRESSOR		\$29.00	\$0.00	2 OPERATOR PUMP - 15	6.0	\$88.85		\$134.01		\$167.54	\$1,186.18
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN	6.0	\$82.31		\$107.52		\$132.73	\$493.85
	ACC PUMP		\$23.00	\$0.00	1 NOZZLEMAN	6.0	\$82.31		\$107.52		\$132.73	\$493.85
	TEST CORING				LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4 RODMAN / GUNMAN	6.0	\$82.31		\$107.52		\$132.73	\$1,075.40
	DRILLING / ANCHORS				2 LABORER 731	6.0	\$77.13		\$102.35		\$127.56	\$925.61
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.64		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.87		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
			\$0.00	\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
			\$0.00	\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
			\$0.00	\$0.00	JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING				1 MASON	6.0	\$86.85		\$123.11		\$149.38	\$581.08
	SCAFFOLDING FRAMES		\$6.00	\$0.00	14 TOTAL CREWMEN	54.0		0.0		0.0		\$7,450.58
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	6" PLASTER JACKS		\$5.00	\$0.00	1 SUPERINTENDENT		\$95.00					\$95.00
	4" PLASTER JACKS		\$4.00	\$0.00	1 FOREMAN		\$86.00					\$86.00
	WIRES				0 CARPENTER		\$75.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	6 LABORER		\$75.00					\$450.00
	CONCRETE GRINDERS		\$9.00	\$0.00	0 OPERATOR		\$0.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	8 TOTAL COST							\$630.00
	TOTAL COST			\$1,538.00								

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00		PLANT OPENING	1	2600	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	10	165	\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5" X 4	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

COST TOTALS					
EQUIPMENT		\$1,538.00	TOTAL LABOR COST		\$7,450.58
SMALL TOOLS / PER MAN - 14	\$85.00	\$1,190.00	SUBSISTENCE		\$630.00
MATERIALS / SUBCONTRACTS		\$0.00	LABOR SURCHARGE		\$0.00
NEW YORK SALES TAX - 0.00%		\$0.00			
SUBTOTAL COSTS		\$2,728.00	SUBTOTAL COSTS		\$8,080.58
EQUIP/MAT/SUBS OH & PROFIT	15%	\$408.90	LABOR OH & PROFIT	15%	\$1,212.09
TOTAL		\$3,134.90	TOTAL		\$9,292.67

TOTAL INVOICE AMOUNT

\$12,427.57

PREPARED BY Armando Ramos



# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: September 24, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 09-22-12  
Ref:

## CHANGE ORDER REQUEST: 9058-016.01

Dear Robert:

This letter is to provide official notification of a project change as follows:

-Wiring delay on Saturday, September 22, 2012. The scaffolding was removed by YCC, and Rob was called to inform him we do not wire from ladders. He understood and coordinated to get to get the scaffolding up. This delayed the wireman as he waited for the scaffolding to be re-erected prior to wiring for the day. The charges are for the Premium Time of a wiring crew for 8 hours at the rate of \$146.98/hr. Sub total: \$1,175.84 plus 2 hours for SG Superintendent at \$199.18/hr., subtotal of \$398.36. Total markup included is \$1,574.20.

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract  
Change to contract completion date

1587.76  
\$1,574.20  
1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Frank Townsend

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 09/22/2012

RFI#: N/A  
SGEWT #: N/A

Work Description: Standby time for wiring crew due to lack of proper scaffolding.

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1 SUPERINTENDENT		\$110.68	2.5	\$144.08		\$177.48	\$360.20
	SHOTCRETE PUMPS		\$188.00	\$0.00	LABOR FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	OPERATOR PUMP - 14		\$104.14		\$140.63		\$176.28	\$0.00
	375 COMPRESSOR		\$29.00	\$0.00	OPERATOR PUMP - 15		\$98.85		\$134.01		\$167.54	\$0.00
	1 TON TRUCK		\$43.00	\$0.00	1 WIREMAN	-9.0	\$82.31	8.0	\$107.52		\$132.73	\$201.70
	ACC PUMP		\$23.00	\$0.00	NOZZLEMAN		\$82.31		\$107.52		\$132.73	\$0.00
	TEST CORING				LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	RODMAN / GUNMAN		\$82.31		\$107.52		\$132.73	\$0.00
	DRILLING / ANCHORS				1 LABORER 731		\$77.13	8.0	\$102.35		\$127.56	\$818.77
	JACK LEG DRILL		\$26.00	\$0.00	LABOR FOREMAN 731		\$79.84		\$106.11		\$132.57	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00	LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00	LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
			\$0.00	\$0.00	LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
			\$0.00	\$0.00	CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
			\$0.00	\$0.00	JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING				MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00								
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	3 TOTAL CREWMEN	-3.0		18.5		0.0		\$1,380.66
	8" PLASTER JACKS		\$5.00	\$0.00	SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	SUPERINTENDENT		\$95.00					\$0.00
	WIRES				FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	LABORER		\$75.00					\$0.00
	CONCRETE DRILLS		\$8.00	\$0.00	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	0 TOTAL COST							\$0.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$150.00	\$0.00		PLANT OPENING	1	2500	\$0.00
	PLANT OPENING FEES	EA		\$0.00		WEEKEND TRUCK DRIVE	1	155	\$0.00
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X4	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$0.00

## COST TOTALS

EQUIPMENT	\$0.00	TOTAL LABOR COST	\$1,380.66
SMALL TOOLS / PER MAN	\$0.00	SUBSISTENCE	\$0.00
MATERIALS / SUBCONTRACTS	\$0.00	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%		
SUBTOTAL COSTS	\$0.00	SUBTOTAL COSTS	\$1,380.66
EQ/MAT/SUBS OH & PROFIT	15%	LABOR OH & PROFIT	15%
TOTAL	\$0.00	TOTAL	\$1,587.76

TOTAL INVOICE AMOUNT

\$1,587.76

PREPARED BY Armando Ramos

# SUPERIOR GUNITE

° GUNITE CONSTRUCTION  
° ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: October 4, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 09-25-12  
Ref:

## CHANGE ORDER REQUEST: 9058-016.02rev

Dear Robert:

This letter is to provide official notification of a project change as follows:

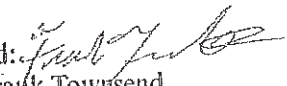
-Shooting of the 8" wall on B5 Level in the T1 Connector on overtime, Tuesday, September 25, 2012.  
The charge consists of the Premium portion of crew costs equaling a rate of \$590 /hr. The wall is to be poured after the completion of the Adit Arch, and the shotcrete hoses will need to be pulled out of the vent shaft and rearranged for the 8" wall, resulting in overtime.

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$1,180.00
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Frank Townsend

Signed:  
By: Robert Stepien

FILE:



# SUPERIOR GUNITE - SHOTCRETE DAILY REPORT

PROJECT: Site T  
 ADDRESS: 34th St  
 CONTRACTOR: YONKER

Foreman: \_\_\_\_\_  
 Date: 9-25-17  
 Job #: 9058

# of Men: \_\_\_\_\_  
 M T W Th F Sa Su

		UNION	CLASSIFICATION	SHOTCRETE	GROUNDWIRE	REBOUND REMOVAL	PROTECTION	SCAFFOLDING	REPAIR	SHOOT TIEBACK	BLOCKOUTS	TEST PANEL	LUNCH TODAY? YES/NO	INJURY TODAY? YES/NO	INITIAL	REGULAR HOURS	OVERTIME	TRAVEL	SUB.
	COST CODE:			3300	3200	3400	3700	2600	3800	3310	3320	3530							
1	Ruben P9Z	209	Supp	10.5	5								NO		RE	11			✓
2	Danny Gutierrez	345	Nozz	10											DP	10			✓
3	Fernando Perez	345	FIN	10											AP	10			✓
4	Antonio Cervantes	345	ROD	10.5											AR	10.5			✓
5	Florentino Jimenez	345	FIN	10											SR	10			✓
6	Gustavo Rubio	345	wire	5.0	5.0										AK	10			✓
7	Arron Corrian	780	REPAIR MASS	10											Ke	10			
8	Kenny Ellis	731	LAB	10.5											AW	10.5			
9	Andre Warming	731	LAB	10											DO	10			
10	Dwayne Warming	731	LAB			10									CG	10			
11	Charles Gazzardo	14	OP	10.5											SL	10.5			
12	Steve Coleman	15	OP	10.5											PR	10.5			
13	Luis Rodriguez	731	LAB			10										10.5			
14																10			
15																			
TOTAL HOURS:																			

MEASUREMENTS TAKEN?

NO ☐ YES ☒

TOTAL DELIVERED: 60 CYS

RIG # 0

WIRES SET CORRECTLY?

NO ☐ YES ☒

CONCRETE PUMPED 60 CYS

PUMP # 56

REBOUND REMOVED?

NO ☐ YES ☒

CONCRETE LOST 0 CYS

B/U PUMP # 58

OVERRUN APPROVED BY CONTRACTOR?

NO ☐ YES ☒

CONCRETE REJECTED 0 CYS

COMPRSR.# 0

TIEBACKS / RAKERS - BLOCKOUT / SHOOT - QTY. \_\_\_\_\_ EA.

FINISH AREA ARCH SF

1TON TRK.# 0

HAZARD WALK CONDUCTED

NO ☐ YES ☒

NOTES FOR SAFETY DEPT:

EXTRA WORK PERFORMED???

NO ☐ YES ☐

EWT TICKET NO. \_\_\_\_\_

Shotcrete at bottom of shaft arch, also installed groundwires on 8" wall below arch.

DELAYS: pump 56 down, had

MINUTES WAITING FOR CONCRETE: \_\_\_\_\_

MEASURE YOUR WORK!!!

JOB NAME: Site J  
 JOB ADDRESS: 34th St and 10th Ave, NYC  
 JOB NUMBER 8058  
 JOB TYPE Premium Time per hour shooting 8" Wall at B5 In T1 Connector  
 CONTRACT AMOUNT 590  
 TOTAL CUBIC YARDS 8  
 TOTAL SHOOTING DAYS 1

CODE	ITEM NAME / DESCRIPTION	QUANTITY	UNITS	LABOR HOURS	LABOR COST	MATERIAL COST	TRAVEL SUBS	SUBTOTAL COSTS	TOTAL CONTRACT
	<b>SHOTCRETE</b>	9	EA						
600	- SCAFFOLD	1	SF	0	0	0	0	0	0
200	- WIRES	1	SF	0	0	0	0	0	0
300	- SHOTCRETE (4000 PSI)	9	CYS	14	562	0	0	562	590
700	- PROTECTION	1	DYS	0	0	0	0	0	0
600	- CURE	1	SF	0	0	0	0	0	0
200	- MOBILIZATION	1	EA	0	0	0	0	0	0
701	- REBAR PROTECTION	1	DYS	0	0	0	0	0	0
400	- REBOUND REMOVAL	1	CYS	0	0	0	0	0	0
302	- OVERBREAK	1	CYS	0	0	0	0	0	0
500	- TEST PANELS	1	CYS	0	0	0	0	0	0
200	- MOBILIZATION - TO JOB	1	EA	0	0	0	0	0	0
	- PLANT OPENING FEES	1	HRS	0	0	0	0	0	0
	- TRUCKING FEES	1	HRS	0	0	0	0	0	0
		1	0	0	0	0	0	0	0
100	- SMALL TOOL & SUPPLY	1	EA	0	0	0	0	0	0
	<b>PREPWORK</b>	1	SF						
300	- SURFACE PREP	1	SF	0	0	0	0	0	0
510	- BACKFORMS	1	SF	0	0	0	0	0	0
520	- BUCKFORMS	1	LF	0	0	0	0	0	0
410	- DRILL DOWELS	1	EA	0	0	0	0	0	0
420	- EPOXY DOWELS	1	LF	0	0	0	0	0	0
720	- REBAR	1	LB	0	0	0	0	0	0
721	- REBAR - FOB	1	LB	0	0	0	0	0	0
530	- SOFFIT FORM	1	LF	0	0	0	0	0	0
		1	0	0	0	0	0	0	0
		1	0	0	0	0	0	0	0
		1	0	0	0	0	0	0	0
		1	0	0	0	0	0	0	0
100	- SMALL TOOL & SUPPLY	1	EA	0	0	0	0	0	0
	<b>CONCRETE</b>	1	CYS						
320	- EXCAVATION	1	CYS	0	0	0	0	0	0
600	- FORMING	1	SF	0	0	0	0	0	0
500	- SCREEDS	1	LB	0	0	0	0	0	0
700	- POUR CONCRETE (3000 PSI)	1	CYS	0	0	0	0	0	0
310	- BACKFILL	1	CYS	0	0	0	0	0	0
400	- REBAR	1	LB	0	0	0	0	0	0
401	- REBAR - FOB	1	LB	0	0	0	0	0	0
100	- SMALL TOOL & SUPPLY	1	EA	0	0	0	0	0	0
				14	562	0	0	562	590



# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12308 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(010) 888-8199 • (323) 877-4881  
FAX: (010) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: October 2, 2012

Project: MTA Contract C-26510 Site J  
Subject: Credit for 8" walls  
Ref:

## CHANGE ORDER REQUEST: 9058-017.0

Dear Robert:

This letter is to provide official notification of a project change as follows:

-Credit for deletion of 8" shaft walls. See attached back up for breakdown.

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by **AS SOON AS POSSIBLE**. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$-85,156
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Frank Townsend

Signed:  
By: Robert Stepien

FILE:

COR #17- DELETE 8" SHAFT WALLS.

DATE	DAY	DESCRIPTION	Accel.	Wait	Theo t (Ft)	Act t (Ft)	SF	Theo CY	Act CY
5/11/2012	Fri	6-Line Interior Wall b/t E & G; 8-in		50	0.667	0.667	1104.00	25.78	25.78
5/24/2012	Thu	6-Line Interior Wall			0.667	0.667	575.00	14.20	14.20
8/14/2012	Tue	Interior Wall in E2 Tunnel			0.667	0.667	752.21	18.57	18.57
8/16/2012	Thu	Interior Wall in E2 Tunnel			0.667	0.667	913.50	22.56	22.56
8/17/2012	Fri	Interior Wall in E2 Tunnel			0.667	0.667	742.50	18.33	18.33
8/18/2012	Sat	Interior Wall in E2 Tunnel			0.667	0.667	1103.00	27.36	27.36
8/20/2012	Mon	Interior Wall in E1 Tunnel		20	0.667	0.667	501.78	12.39	12.39
8/22/2012	Wed	Interior Wall in E1 Tunnel			0.667	0.667	885.50	21.36	21.36
8/27/2012	Mon	Interior Wall in E1 Tunnel			0.667	0.667	1161.00	28.67	28.67
					Total			189.72	
					Actual				
					Bid				
					Short				
					16.1 Per Day				

YCC - Andrews Qty's  
274 Shaft

121 Inclines  
173 B2 Walls

568 Total YCC 8"  
23000

Contract Qty 568 22390 37.2  
Credited @ B2/Incline (125.00) -5037  
Completed by SG (189.72) -7645

Balance 253.9  
Materials CYS= 298.6 \$ 140 \$41,811  
Labor Hours MHRS = 500.25 \$ 87 \$43,947

Verification of Costs \$85,157

DCB Value \$ / Bid Shifts  
\$451,406 \$29,773  
-\$101,244  
-\$268,000

2.9 \$95,156  
Credit YCC

Site J

9/11/2012

Walls to be credited to YCC

	Level	Sheet No.	Height ft	Length ft	Area sq. ft	Thickness ft	Volume cu. yd.
T1B Walls, West: 26.34' to 34.54'	B4	132	8.20	24.00	196.80	0.67	4.86
T1B Walls, East: 26.34' to 34.54'	B4	132	8.20	24.00	196.80	0.67	4.86
T1B Walls, Middle 1: 26.34' to 37.54'	B4	132	11.20	24.00	268.80	0.67	6.64
T1B Walls, Middle 2: 26.34' to 37.54'	B4	132	11.20	24.00	268.80	0.67	6.64
Utility Shaft East: 26.34' to 64.67'	B4	114,150	38.33	24.42	935.89	0.67	23.11
Utility Shaft South: 26.34' to 64.67'	B4	114,150	38.33	29.00	1111.57	0.67	27.45
OA Opening East: 26.34' to 64.67'	B4	84	38.33	12.58	482.31	0.67	11.91
MR Opening East: 26.34' to 64.67'	B4	84	38.33	12.58	482.31	0.67	11.91
PMS Opening East: 26.34' to 64.67'	B4	84	38.33	12.58	482.31	0.67	11.91
TE Shaft South: 26.34' to 64.67'	B4	84	38.33	23.33	894.35	0.67	22.08
Stairway Wall: 26.34' to 33'	B4	84	6.66	14.08	93.79	0.67	2.32
Utility Shaft East: 64.67' to 77.50'	B3	114,150	12.83	24.42	313.27	0.67	7.73
Utility Shaft South: 64.67' to 77.50'	B3	87,150	12.83	22.33	286.49	0.67	7.07
OA Opening East: 64.67' to 77.5'	B3	87,150	12.83	12.58	161.44	0.67	3.99
MR Opening East: 64.67' to 77.5'	B3	87,150	12.83	12.58	161.44	0.67	3.99
PMS Opening East: 64.67' to 77.5'	B3	87,150	12.83	12.58	161.44	0.67	3.99
TE Shaft South: 64.67' to 77.5'	B3	87,150	12.83	23.33	299.32	0.67	7.39
Between TE and PMS: 64.67' to 77.5'	B3	87,150	5.41	4.33	23.44	0.67	0.58
Utility Shaft East: 77.50' to 100.17'	B2	114,150	22.67	24.42	553.53	0.67	13.67
Utility Shaft South: 77.50' to 100.17'	B2	87,150	22.67	22.33	506.22	0.67	12.50
OA Opening East: 77.50' to 100.17'	B2	90,150	22.67	12.58	285.26	0.67	7.04
MR Opening East: 77.50' to 89.0'	B2	90,150	10.83	12.58	136.32	0.67	3.37
TE Shaft South: 77.5' to 100.17'	B2	90,150	22.67	23.33	528.89	0.67	13.06
TE Shaft East: 77.5' to 99'	B2	90,150	21.50	20.08	431.78	0.67	10.66
B2-1 and B2-2: 77.50' to 99'	B2	90,150	21.50	50.75	1091.13	0.67	26.94
Interior Wall: 103.17' to 126.80' between B2-1 and B2-2	B2	87,150	23.63	20.75	490.17	0.67	12.66

450.9

SHAFT WALLS & credit cys.

# SUPERIOR GUNITE

° GUNITE CONSTRUCTION  
° ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

*SENT VIA: email*

Date: October 4, 2012

Project: MTA Contract C-26510 Site J  
Subject: Credit for interior walls  
Ref:

## CHANGE ORDER REQUEST: 9058-017.02

Dear Robert:

This letter is to provide official notification of a project change as follows:

-Credit for deletion of interior wall @ B-1 Level. See attached back up for breakdown.

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$-76,391.00
Change to contract completion date	0 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:

By: Frank Townsend

Signed:

By: Robert Stepien

10/4/12

JOB TITLE: Site J - MTA Station

JOB ADDRESS: 0  
 ADDRESS LINE 1 Queens  
 ADDRESS LINE 2 NY  
 ESTIMATOR: RF  
 ESTIMATE DATE: 20130214  
 PLANS DATED: 19000100  
 JOB NUMBER 0  
 OCIP 0  
 JOB TYPE 0  
 PAYROLL STATE 05  
 CONTRACT DATE 19000100  
 CONTRACT AMOUNT 76391  
 TOTAL CUBIC YARDS 206  
 TOTAL SHOOTING DAYS 3

CODE	ITEM NAME / DESCRIPTION	QUANTITY	UNITS	LABOR HOURS	LABOR COST	RENTED EQUIP COST	MATERIAL COST	TRAVEL SUBS	SUB CONTRACTS	SG EQUIP COST	SUBTOTAL COSTS	TOTAL CONTRACT
	SHOTCRETE - Deloitte Shooting Interior Wall	195	CYS									
600	- SCAFFOLDING	1	SF	0	0	0	0	0	0	0	0	0
200	- WIRES	1756	SF	24	2520	0	39	180	0	450	3189	3978
300	- SHOTCRETE	206	CYS	264	27720	0	25386	1980	0	3300	58386	68235
700	- PROTECTION	3	DYS	0	0	0	149	0	0	0	149	156
600	- CURE	1756	SF	0	0	0	97	0	0	45	142	149
301	- MOBILIZATION - Foreman + Rig Driver	3	EA	16	50	0	0	120	0	50	220	244
701	- REBAR PROTECTION	1	DYS	0	0	0	0	0	0	0	0	0
400	- REBOUND REMOVAL - YCC to Remove & Haul	11	CYS	0	0	0	1494	0	0	0	1484	1558
302	- OVERBREAK	1	CYS	0	0	0	0	0	0	0	0	0
500	- TEST PANELS	1	CYS	2	168	0	110	12	0	120	410	473
301	- MOBILIZATION - Travel to Job	1	EA	0	0	0	0	0	0	0	0	0
510	- BACKFORMS	1	SF	0	0	0	0	0	0	0	0	0
900	- REPAIR	1	SF	0	0	0	0	0	0	0	0	0
		1	0	0	0	0	0	0	0	0	0	0
100	- SAFETY / PPE / CONSUMABLES	1	0	0	0	0	1523	0	0	0	1523	1599
	0	1	CYS					2292	0	3965	65502	76391



Site J

9/11/2012

Walls to be credited to YCC

	Level	Sheet No.	Height ft	Length ft	Area sq. ft	Thickness ft	Volume cu. yd.
T1B Walls, West: 26.34' to 34.54'	B4	132	8.20	24.00	196.80	0.67	4.86
T1B Walls, East: 26.34' to 34.54'	B4	132	8.20	24.00	196.80	0.67	4.86
T1B Walls, Middle 1: 26.34' to 37.54'	B4	132	11.20	24.00	268.80	0.67	6.64
T1B Walls, Middle 2: 26.34' to 37.54'	B4	132	11.20	24.00	268.80	0.67	6.64
Utility Shaft East: 26.34' to 64.67'	B4	114, 150	38.33	24.42	935.89	0.67	23.11
Utility Shaft South: 26.34' to 64.67'	B4	114, 150	38.33	29.00	1111.57	0.67	27.45
OA Opening East: 26.34' to 64.67'	B4	84	38.33	12.58	482.31	0.67	11.91
MR Opening East: 26.34' to 64.67'	B4	84	38.33	12.58	482.31	0.67	11.91
PMS Opening East: 26.34' to 64.67'	B4	84	38.33	12.58	482.31	0.67	11.91
TE Shaft South: 26.34' to 64.67'	B4	84	38.33	23.33	894.35	0.67	22.08
Stairway Wall: 26.34' to 33'	B4	84	6.66	14.08	93.79	0.67	2.32
Utility Shaft East: 64.67' to 77.50'	B3	114, 150	12.83	24.42	313.27	0.67	7.73
Utility Shaft South: 64.67' to 77.50'	B3	87, 150	12.83	22.33	286.49	0.67	7.07
OA Opening East: 64.67' to 77.5'	B3	87, 150	12.83	12.58	161.44	0.67	3.99
MR Opening East: 64.67' to 77.5'	B3	87, 150	12.83	12.58	161.44	0.67	3.99
PMS Opening East: 64.67' to 77.5'	B3	87, 150	12.83	12.58	161.44	0.67	3.99
TE Shaft South: 64.67' to 77.5'	B3	87, 150	12.83	23.33	299.32	0.67	7.39
Between TE and PMS: 64.67' to 77.5'	B3	87, 150	5.41	4.33	23.44	0.67	0.58
Utility Shaft East: 77.50' to 100.17'	B2	114, 150	22.67	24.42	553.53	0.67	13.67
Utility Shaft South: 77.50' to 100.17'	B2	87, 150	22.67	22.33	506.22	0.67	12.50
OA Opening East: 77.50' to 100.17'	B2	90, 150	22.67	12.58	285.26	0.67	7.04
MR Opening East: 77.50' to 89.0'	B2	90, 150	10.83	12.58	136.32	0.67	3.37
TE Shaft South: 77.5' to 100.17'	B2	90, 150	22.67	23.33	528.89	0.67	13.06
TE Shaft East: 77.5' to 99'	B2	90, 150	21.50	20.08	431.78	0.67	10.66
B2-1 and B2-2: 77.50' to 99'	B2	90, 150	21.50	50.75	1091.13	0.67	26.94
Interior Wall: 103.17' to 128.00' between B1	B1	96, 152	24.83	70.75	1756.72	3.0	195.2

credit cys.

450.2

#### COR 13.4

05/31/12- Sent an email to schedule this work on 6/14/12; Sent another email on 06/04/12 to shoot on 6/08/12; Sent another email on 06/08; Sent another email on 6/12 to shoot on 6/21--- Actual shoot date 06/16. Yonkers changed the shoot date from 06/08 due to a concrete pour and they finally notified us to shoot this area on Friday.

#### COR 14.5

6/25/12 Sent email to shoot on 7/7/12; on 07/5 email to shoot on 07/12; Actual shoot date on 7/14/12  
Wiring day of due to steel not being ready.

#### COR 14.6

Structural wall E Line arch on E1 tunnel face 6/25 sent email to shoot on 6/30; 06/25 sent email to shoot 7/7; 7/5 sent email to shoot on 7/13; 7/9 sent email to shoot 7/18; Actual on 7/21; Rebar not completed had to finish work on Saturday; area not accessible (10 yds)

E2 Tunnel North Wall- sent email On 7/9 to shoot on 7/23, but shot on 7/21—Couldn't finish wires due to rebar delay at south wall; so we had to have 3 wire guys show up to wire the North wall (07/20) in order to shoot on Saturday; Removed everyone from the South side in order to take care of North wall. South Wall had waterproof leaks so the rebar was torched and everyone re-mobilized to North wall.

#### COR 14.8

Had to put 3 wires guys on swing shift due to Yonkers switching focus from South Wall to North wall due to the waterproof leakage.

#### COR 14.9

Had to stop shoot at this area due to rebar and waterstop not being ready. Therefore, we had to send a wireman and foreman on swing shift in order to finish

#### COR 14.10

We had to work 3 wiremen for 3.5 hours in order to complete area to shoot the next day due to rebar delays.

#### COR 14.13

07/23 email to shoot on 7/27; 7/27 email to shoot on 7/31; Actual shoot date was 07/28;

First crew shot structural wall 1 line b/w C-D

#### E1 Tunnel Incline South Wall

Rebar not ready for us to wire until 07/27 Yonkers requested that we shoot on 7/28; Still wiring on same day of shoot (2 wiremen) in order to stay ahead of the crew.

#### COR 14.14

Structural wall E Line from CJ – 125.00: 07/09 sent email to shoot 07/31; 07/23 email to shoot 8/02; 7/27 email to shoot on 7/30; Actual shoot on 7/31

E1 Tunnel Incline North Wall – 07/09 sent email to shoot 7/19; 7/23 sent email to shoot 7/28; 7/27 sent email to shoot 7/28; Actual shoot on 7/31

Worked overtime as requested by Yonkers. Needed us to shoot to EL 125.00 in order to keep their form operation going.

#### COR 14.15

Sent email on 7/9 to shoot on 7/28; sent email 7/23 to shoot on 7/31; sent email 7/27 to shoot on 7/30

Rebar not ready on Saturday for Monday shoot; rebar was loose; Had to wire on Sunday to keep Yonkers's schedule for Monday shoot.

#### COR 14.16

Sent email on 6/25 to shoot 7/14; email on 7/9 to shoot 7/24; actual shoot 7/25

Rebar delays; they had cut our wires. Crew on standby and had to reset the wires. Waterproofing and steel not ready. Had to go into overtime due to these delays.

#### COR 15.2

Structural wall shaft Lift 7 South and West: Sched 7/23 to shoot 7/28; email 7/27 to shoot 7/28; email 8/3 to shoot 8/4; Actual shoot on 8/4; Wired same day due to rebar delays

E1 Arch Pour #10 Horizontal: Sched 7/9 to shoot 7/24; sched 7/23 to shoot 7/30; email on 7/27 to shoot 8/1; Actual shoot 8/4

Had to finish due to sagging steel (no anchors). Yonkers wanted us to shoot on Saturday.

#### COR 15.4

E1 Arch Pour #13B Incline: Sched 7/9 to shoot 8/1; Sched 7/23 to shoot 8/6; email 7/27 to shoot 8/4; email 8/3 to shoot 8/8; Actual shoot 8/11 Didn't have area ready for us to set pencil until 8/10

Structural Wall Shaft Lift 7 & 8 West Side: Sched 7/9 to shoot 7/24; sched 7/23 to shoot on 8/3; actual shoot 8/11; Rebar not ready for wires until Friday also had to wire same day as shoot.

COR 15.8

Standby time due to rebar not being complete.

COR 16.02

We didn't have open access to move our hoses as Villa blocked our egress with their forms.  
Coordination by Yonkers was very poor.

# **EXHIBIT 13**





**From:** Jim Strobel <jstrobel@yonkerscontractingco.com>  
**Sent:** Tuesday, May 8, 2012 8:39 AM  
**To:** Kildare, Shawn <SKildare@mtacc.info>; Pezik, Ronald <rpezik@mtacc.info>; Rafat, Mike <MRafat@mtacc.info>  
**Cc:** John Kolaya <jkolaya@yonkerscontractingco.com>; Robert Stepien <rstepien@yonkerscontractingco.com>; Stephen Apruzzese <sapruzzese@yonkerscontractingco.com>  
**Subject:** Site J - Delay Mitigation Proposal  
**Attach:** image001.jpg; 2012-05-07 - Delay Mitigation Proposal Final.pdf

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Gentlemen,

Pursuant to our 5/2/12 meeting we have revised our Delay Mitigation Proposal (copy attached) to address the items we discussed as follows:

1. Revised the Conditions/Turnover section to include the 8 new conditions per the 4/26/12 email from the MTA
2. Eliminated all 3<sup>rd</sup> shift work
3. Adjusted overall work force based on working 2 shifts and Saturday's
4. Utilized 883 lbs/man/shift for projected lather production for remaining rebar work
5. Adjusted all cost calculations based on union agreement pay rates for shift differential work and premium time
6. Adjusted loss of productivity when working 2 shifts based on revised projected manpower and elimination of 3<sup>rd</sup> shift
7. Provided analysis of remaining projected manpower as compared to remaining payments
8. Included estimated costs for direct extra work associated with the claimed changed conditions
9. Adjusted all markups based on allowable percentages per our Contract

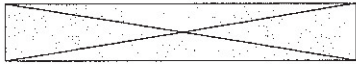
Please let me know when you would like together to further review.

Thanks,

Jim

**James P. Strobel**

**Project Director**



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Yonkers, NY 10704

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website: [www.yonkerscontractingco.com](http://www.yonkerscontractingco.com)

**Delay Mitigation Proposal**  
***Revised Based on 5/2/12 Meeting with MTA***

**Conditions/Turnover Dates**

1. Complete the waterproofing and protection slab at the roof area from the "I" line east and vacate the area by May 12, 2012.
2. Complete the balance of the work for Milestone #2 by August 4, 2012.
3. Make the building watertight (which includes CMU walls, louvers and the built up roof) by December 12, 2012.
4. Finish the balance of all remaining contract work by May 30, 2013 (which will be the revised substantial completion date).
5. YCC will not delay the follow on contractors in the performance of their work.
6. YCC will build the inclined shaftways to the contract/escalator manufacturer's tolerances and allow for site measurements to be taken by the follow on contractor.
7. Install Con Edison property line boxes by May 7, 2012.
8. Relocate all YCC trailers, equipment, material, etc. and vacate the area east of the "O" line (for the entire length of the site) to the eastern property line by May 12, 2012.

**Cost**

• Accelerate JPC fabrication of columns .....	\$156,000 (Attachment A)
• J&E (rebar lathers) .....	\$2,625,000 (Attachment B)
• Villa .....	\$853,000 (Attachment C)
• KJC 5/1/12 through 8/1/12 .....	\$79,000 (Attachment D)
• Superior Gunite 5/1/12 through 8/1/12 .....	\$379,000 (Attachment E)
• YCC through 12/31/12 .....	\$844,000 (Attachment F)
• Loss of Productivity on 2 <sup>nd</sup> Shift .....	\$1,138,000 (Attachment G)
• CMU, Louvers & Roofing Subs .....	\$404,000 (Attachment H)
<b>Total Acceleration Cost.....</b>	<b>\$6,478,000/167 CD's</b>
	<b>\$38,790/CD</b>

**Incentive/Disincentive for Milestone #2 and Substantial Completion**

- \$25,000/CD on 8/4/12 Completion of Milestone #2
- \$25,000/CD on 5/30/13 Revised Substantial Completion Date

**Direct Extra Work Costs for the Following Changed Conditions:**

• Decomposed Schist in Inclined Tunnels .....	\$1,000,000
• Added Protection Concrete on SOG Waterproofing .....	\$300,000
• Premature E1 Break-Thru .....	<u>\$250,000</u>
<b>Total Direct Extra Work Costs .....</b>	<b>\$1,550,000</b>

Attachment A – Cost Analysis of Jersey Precast

5/7/2012

Fabrication of columns .....	\$125,000
YCC Overhead & Profit (21%) .....	\$26,250
YCC Bond/Insurance (3%) .....	<u>\$4,538</u>
Jersey Precast Total .....	\$155,788
Use .....	\$156,000

## Attachment B – Cost Analysis of J&E

5/7/2012

### J&E

12,106 Man-hours worked & 1,335,346 lbs. of rebar installed in March

$1,335,346 \text{ lbs} / 12,106 \text{ MH} = 110.3 \text{ lbs/MH} @ 8 \text{ hours/MD} = 883 \text{ lbs/MD}$

883 lbs/MD represents the level of difficulty of the remaining rebar work (inclines, beams & shaft)

Total estimated rebar weight ..... 10,846,610 lbs

Total Complete as of 3/1/12 ..... 3,096,465 lbs

Total estimated rebar remaining as of 3/1/12 ..... 7,750,145 lbs

J&E Estimated Manpower to complete:

3/1/12 – 12/1/12

	Month	Shift 1	Shift 2	Total	Comments
1	March	30	30	60	2 shifts utilized through completion of Milestone #2 work including inclines & shaft below street level
2	April	12	12	24	
3	May	35	34	69	
4	June	35	34	69	
5	July	35	34	69	
6	August	12	12	24	
Subtotal		159	156	315	
	Month	Shift 1	Shift 2	Total	
7	September	12	0	12	1 shift utilized to complete building superstructure
8	October	12	0	12	
9	November	12	0	12	
Subtotal		36	0	36	
Total		195	156	351	

### 2 Shifts

315 men/day/period x 22 WD's/month (straight) ..... 6,930 MD's

315 men/day/period x 3 WD's/month (Saturday PT) ..... 945 MD's

### 1 Shift

36 total average men/period x 22 WD's/month (straight) ..... 792 MD's

36 total average men/period x 3 WD's/month (Saturday PT) ..... 108 MD's

Total 8,755 MD's

8775 MD's @ 883 lbs/MD = 7,748,325 lbs vs. 7,750,145 lbs – ok



**Attachment B – Cost Analysis of J&E**

5/7/2012

**Shift Differential Cost - 2 Shifts (3/1/12 – 9/1/12 = 6 months)**

Straight time shift differential .....	6,930 MD's	
6,930 MD's x 8 hrs/MD x \$17.14/hr .....		\$950,242
Saturday shift differential .....	945 MD's	
945 MD's x 8 hrs/MD x (\$17.14/hr x 1.5) .....		<u>\$194,368</u>
Shift Differential Subtotal .....		\$1,144,610

**Premium Time**

Saturday premium time 3/1/12 – 12/1/12 (9 months) .....	1,053 MD's	
1,053 MD's x 8hr/WD x \$86.48/hr (weighted average) .....		\$728,508
Weekday premium time 9/1/12 – 12/1/12 3 months .....	792 MD's	
792 MD's x 1hr/WD x \$86.48/hr (weighted average) .....		<u>\$68,492</u>
Premium Time Subtotal .....		\$797,000

**Shift Overlap - (3/1/12 – 9/1/12 = 6 months)****Weekdays for 6 months**

2 men (1 super & 1 foreman) x \$213.35/hr x 1 hr/WD x 6 months x 22 WD's/month .....	\$56,324
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**Saturdays for 6 months**

2 men (1 super & 1 foreman) x \$213.35/hr x 1 hr/WD x 6 months x 3 WD's/Month .....	<u>\$7,681</u>
Shift Overlap Subtotal ....	<u>\$64,005</u>

Total (Shift Differential, Premium Time & Shift Overlap) .....	\$2,005,615
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J&E Overhead & Profit (21%) .....	<u>\$421,179</u>
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J&E Total .....	\$2,426,794
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YCC Overhead & Profit (5%) .....	\$121,340
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YCC Bond/Insurance (3%) .....	<u>\$76,444</u>
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Total .....	\$2,624,578
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Use .....	\$2,625,000
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# Attachment C – Cost Analysis of Villa

5/7/2012

## Shift Overlap - (3/1/12 – 12/1/12 = 9 months)

### Weekday

2 men (1 super & 1 foreman) x \$139.08/hr x 1 hr/WD x 9 months x 22 WD's/month ..... \$55,076

### Saturday

2 men (1 super & 1 foreman) x \$170.29/hr x 1 hr/WD x 9 months x 3 WD's/Month ..... \$9,196

Shift Overlap Subtotal ..... \$64,272

Shift Differential Cost ..... \$0

## Premium Time - (3/1/12 – 12/1/12 = 9 months)

Saturday premium time ..... 1,239 MD's

1,239 MD's x 8hr/WD x \$59.25/hr (weighted average) ..... \$587,286

Premium Time Subtotal ..... \$587,286

Villa Subtotal ..... \$651,558

Villa Overhead & Profit (21%) ..... \$136,827

Villa Total ..... \$788,385

YCC Overhead & Profit (5%) ..... \$39,419

YCC Bond/Insurance (3%) ..... \$24,834

Total ..... \$852,638

Use ..... \$853,000

## Attachment D - Cost Analysis of KJC

5/7/2012

### Shift Differential (5/1/12 – 8/1/12 3 months)

2<sup>nd</sup> shift differential = 10% of wages

10 Journeymen/shift x 8 hr/shift x \$3.80/hr x 22 WD/month x 3 months .....	\$20,064
2 Foremen/shift x 8 hr/shift x \$3.95/hr x 22 WD/month x 3 months .....	\$4,171
<b>Total</b>	<b>\$24,235</b>

### Premium Time

Saturday Premium time

10 Journeymen/shift x 8 hr/shift x \$22.85/hr x 3 WD/month x 3 months .....	\$16,452
2 Foremen/shift x 8 hr/shift x \$23.70/hr x 3 WD/month x 3 months .....	<u>\$3,370</u>
<b>Total</b>	<b>\$19,822</b>

### Shift Overlap (5/1/12 – 8/1/12 3 months)

#### Weekday

2 men (1 super & 1 foreman) x \$104.54/hr x 1 hr/WD x 3 months x 22 WD's/month .....	\$13,799
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#### Weekend

2 men (1 super & 1 foreman) x \$128.24/hr x 1 hr/WD x 3 months x 3 WD's/Month .....	<u>\$2,308</u>
<b>Total</b>	<b><u>\$16,107</u></b>
<b>KJC Total</b>	<b><u>\$60,164</u></b>

KJC Overhead & Profit (21%) ..... \$12,634

**KJC Total** ..... **\$72,798**

YCC Overhead & Profit (5%) ..... \$3,640

YCC Bond/Insurance (3%) ..... \$2,293

**Total** ..... **\$78,731**

**Use** ..... **\$79,000**

## Attachment E – Cost Analysis of Superior Gunite

5/7/2012

### Concrete Plant Opening – 5/1/12 – 8/1/12 = 3 months

\$2,500/night weeknight plant opening .....	\$2,500
\$155/hr per truck x 8 hour minimum x 4 trucks .....	<u>\$4,960</u>
	\$7,460/WD
9 days/month x \$7,460/WD x 3 months .....	\$201,420

### Daily Supervision Overlap

1 super @ \$144.08/hour @ 1 hour/day .....	\$144.08
1 foreman @ \$110.76/hour @ 1 hour/day .....	<u>\$110.76</u>
	\$255/WD
25 days/month @ \$255/WD .....	\$6,375

### Premium Time

Saturday premium time 3/1/12 – 12/1/12 (9 months) .....	267 MD's
267 MD's x 8hr/WD x \$38.17/hr (weighted average) .....	<u>\$81,531</u>
Premium Time Subtotal .....	\$81,531
Superior Gunite Subtotal .....	<u>\$289,326</u>
Superior Gunite Overhead & Profit (21%) .....	<u>\$60,758</u>
Superior Gunite Total .....	\$350,084
YCC Overhead & Profit (5%) .....	\$17,504
YCC Bond/Insurance (3%) .....	<u>\$11,028</u>
Total .....	\$378,616
Use .....	\$379,000

**Attachment F - Cost Analysis of YCC**

5/7/2012

Light Operator – Weekday - \$86.09/hr x 8 hr/week x 22 WD/month x 10 months .....	\$151,518
Light Operator – Saturday - \$165.60/hr x 8 hr/week x 3 WD/month x 10 months .....	\$39,744
Light Tower - 6 light towers x \$600/month x 10 months .....	<u>\$36,000</u>
Ycc Light Total .....	\$227,262
Concrete Plant Opening (average of 2 openings per week) - \$45,000/month x 10 months ...	<u>\$450,000</u>
YCC Subtotal .....	\$677,262
YCC Overhead & Profit (21%) .....	\$142,225
YCC Bond/Insurance (3%) .....	<u>\$24,585</u>
Total .....	\$844,072
Use .....	\$844,000



## Attachment G – Cost Analysis of Loss of Productivity

5/7/2012

455 men/WD x 25 WD/month x \$1,000/man .....	\$11,375,000
10% Productivity Loss on 2 <sup>nd</sup> Shift .....	\$1,137,500
YCC Overhead & Profit (21%) .....	\$0
YCC Bond/Insurance (3%) .....	<u>\$0</u>
Total .....	\$1,137,500
Use .....	\$1,138,000

**Attachment H – CMU, Louver & Roofing Subcontractor Acceleration 5/7/2012**

CMU portion of Citistructure subcontract .....	\$1,000,000
Louvers – Airflex Industrial Inc subcontract .....	\$655,000
Roofing – Subcontractor TBD .....	<u>\$212,000</u>
<b>Total .....</b>	<b>\$1,867,000</b>
Allow 20% for subcontractor acceleration .....	\$373,400
YCC Overhead & Profit (5%) .....	\$18,670
YCC Bond/Insurance (3%) .....	<u>\$11,762</u>
Subtotal .....	\$403,832
Use .....	<b>\$404,000</b>

Site J - Analysis of Remaining Projected Manpower as Compared to Remaining Payments

Updated 5/7/2012

	YCC		J&E		Villa		KIC		Superior		Building/Other Subs		Month Total		
	Shift 1	Shift 2	Shift 1	Shift 2	Shift 1	Shift 2	Shift 1	Shift 2	Shift 1	Shift 2	Shift 1	Shift 2	Shift 1	Shift 2	
1. March	45	23	30	30	46	10	14	0	19	0	8	0	162	63	Actual
2. April	43	23	12	12	23	5	7	0	10	0	4	0	99	40	Actual
3. May	43	21	35	34	46	10	12	10	10	10	8	0	154	85	
4. June	43	11	35	34	46	10	12	10	10	10	8	0	154	75	
5. July	42	11	35	34	46	10	12	10	10	10	8	0	153	75	
6. August	32	10	12	12	46	10	0	0	0	0	8	0	98	32	
7. September	23	10	12	0	15	15	0	0	0	0	8	0	58	25	
8. October	23	10	12	0	15	15	0	0	0	0	8	0	58	25	
9. November	23	10	12	0	15	15	0	0	0	0	8	0	58	25	
10. December	22	10	0	0	15	0	0	0	0	0	8	0	45	10	
11. January	10	0	0	0	0	0	0	0	0	0	8	0	18	0	
12. February	5	0	0	0	0	0	0	0	0	0	8	0	13	0	
13. March	5	0	0	0	0	0	0	0	0	0	8	0	13	0	
14. April	5	0	0	0	0	0	0	0	0	0	8	0	13	0	
15. May	5	0	0	0	0	0	0	0	0	0	8	0	13	0	
Shift Totals	369	139	195	156	313	100	57	30	59	30	116	0	1057	455	
Total All Shifts	508		351		413		87		89		116		1512		
	25 days/month		25 days/month		25 days/month		25 days/month		25 days/month		25 days/month		25 days/month		
	12700 MD's		8775 MD's		10325 MD's		2175 MD's		2225 MD's		2900 MD's		37800 MD's		

Projected Remaining Manpower versus Remaining Labor Payments

Total Contract Revenue	\$116,388,500
Amount thru 3/1/12	\$66,205,299
Amount Remaining	\$50,183,201

Say 50% represents labor:	\$25,091,601
Delay Mitigation Labor:	\$5,826,580 (total proposal less concrete plant openings)
Claimed EW Labor:	\$775,000 (based on 50% of direct extra work costs)
Remaining Labor:	\$31,693,181

Average MD cost = \$1,000/MD

Therefore Estimated Remaining Labor: 31,693 MD's  
 versus 37,800 MD's per remaining labor estimate  
 6,107 MD's shortage = \$6,107,000 labor shortfall on contract

# **EXHIBIT 14**

**From:** Armando Ramos <Armando.Ramos@shotcrete.com>  
**Sent:** Friday, June 15, 2012 2:29 PM  
**To:** rstepien@yonkerscontractingco.com  
**Cc:** Kalo Franklin <Kalo.Franklin@shotcrete.com>; Ron Federico <Ron.Federico@shotcrete.com>; Nick Hacopian <Nick.Hacopian@shotcrete.com>; mlloyd@yonkerscontractingco.com; achenault@yonkerscontractingco.com  
**Subject:** Change Order Request for Premium 6/16  
**Attach:** COR 13.4 Premium Time on 06-16-12.pdf; EWT 06-16-12.pdf

---

Rob,

Please find the attached Change Order Request for premium time work on Saturday.

Please reply with your acknowledgement today.

Thanks,

Armando Ramos

Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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# SUPERIOR GUNITE

• GUNITE CONSTRUCTION  
• ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: June 15, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 06-16-12  
Ref:

## CHANGE ORDER REQUEST: 9058-013.4

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Structural Wall at 1-Line at B1 Level on Saturday, June 16, 2012.

The charges are for Premium Time and Plant Opening based on 10 hours of work. The cost will be revised if the actual time is less than or more than 10 hours.

Total: \$8,474.77 (no markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by **AS SOON AS POSSIBLE**. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract  
Change to contract completion date

\$8,474.77  
1 DAY

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:

By: Ron Federico

Signed:

By: Robert Stepien

Enclosure

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC  
Project: SITE J  
SG Job #: 9058

DATE OF WORK: 06/16/2012

RFI #: N/A

SG EWT #:

Work Description: Shotcreted a slab inside E2 tunnel as directed by YCC after shotcrete work on E-Line and 2-Line was done.

## LABOR AND EQUIPMENT

UPDATED:

5/14/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL		LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1	SUPERINTENDENT	-8.0	\$110.68	9.0	\$144.08		\$177.48	\$411.30
	SHOTCRETE PUMPS		\$188.00	\$0.00	1	LABOR FOREMAN	-8.0	\$84.29	9.0	\$110.75		\$137.22	\$322.48
	BACK UP PUMP		\$68.00	\$0.00	1	OPERATOR PUMP - 14	-8.0	\$104.14		\$140.83	9.0	\$175.28	\$744.39
	375 COMPRESSOR		\$29.00	\$0.00	1	OPERATOR PUMP - 15	-8.0	\$98.85		\$134.01	9.0	\$167.54	\$717.09
	1 TON TRUCK		\$43.00	\$0.00	1	WIREMAN	-8.0	\$82.31	8.0	\$107.52		\$132.73	\$201.70
	ACC PUMP		\$23.00	\$0.00	1	NOZZLEMAN	-8.0	\$82.31	8.0	\$107.52		\$132.73	\$201.70
	TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4	RODMAN/GUNMAN	-8.0	\$82.31	8.0	\$107.52		\$132.73	\$201.70
	DRILLING/ANCHORS				2	LABORER 731	-8.0	\$77.13	8.0	\$102.35		\$127.56	\$201.70
	JACK LEG DRILL		\$28.00	\$0.00	1	LABORER 731	-8.0	\$77.13	8.0	\$102.35		\$127.56	\$201.70
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$78.69		\$99.09		\$121.40	\$0.00
				\$0.00		LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
				\$0.00		CARPENTER FOREMAN		\$108.72		\$136.14		\$169.56	\$0.00
	SCAFFOLDING					JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$8.00	\$0.00		MASON		\$98.85		\$123.11		\$149.38	\$0.00
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	13	TOTAL CREWMEN	-72.0		58.0		18.0		\$3,203.74
	6" PLASTER JACKS		\$5.00	\$0.00		SUBSISTENCE	UNIT	RATE					TOTAL
	4" PLASTER JACKS		\$4.00	\$0.00	1	SUPERINTENDENT		\$95.00					\$95.00
	WIRING				1	FOREMAN		\$85.00					\$85.00
	WIREMAN DRILLS		\$12.00	\$0.00	0	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	6	LABORER		\$75.00					\$450.00
	CONCRETE DRILLS		\$8.00	\$0.00	0	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	8	TOTAL COST							\$630.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE				TOTAL
	READY MIX CONCRETE	CYS	\$150.00	\$0.00	1	PLANT OPEN	8	250				\$2,000.00
	PLANT OPENING FEES	EA		\$0.00	2	NIGHT TRUCKS	9	145.7				\$2,640.80
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00								\$0.00
	CURING COMPOUND	GAL		\$0.00								\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00								\$0.00
	BOLSTER CHAIRS - 1.5"X4	EA		\$0.00								\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00								\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00								\$0.00
	TOTAL COST			\$0.00		TOTAL COST						\$4,640.80

## COST TOTALS

EQUIPMENT		\$0.00		TOTAL LABOR COST		\$3,203.74
SMALL TOOLS / PER MAN	13	\$0.00	\$0.00	SUBSISTENCE		\$630.00
MATERIALS / SUBCONTRACTS			\$4,640.80	LABOR SURCHARGE		\$0.00
NEW YORK SALES TAX	0.00%		\$0.00			
SUBTOTAL COSTS			\$4,640.80	SUBTOTAL COSTS		\$3,833.74
EQ/MAT/SUBS OH & PROFIT	0%		\$0.00	LABOR OH & PROFIT	0%	\$0.00
TOTAL			\$4,640.80	TOTAL		\$3,833.74

TOTAL INVOICE AMOUNT

\$8,474.34

PREPARED BY Armando Ramos

**From:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Sent:** Friday, June 15, 2012 4:26 PM  
**To:** Kalo Franklin <Kalo.Franklin@shotcrete.com>  
**Cc:** Ron Federico <Ron.Federico@shotcrete.com>; Jonathan Pulaski  
<jpulaski@yonkerscontractingco.com>; Mike Lloyd  
<mlloyd@yonkerscontractingco.com>  
**Subject:** saturday line 1 pour-premium time and plant charge

---

Kalo-YCC will cover Saturday plat opening and premium time for tomorrow's pour.  
Rob

---

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# **EXHIBIT 15**



**From:** Kalo Franklin <Kalo.Franklin@shotcrete.com>  
**Sent:** Tuesday, July 3, 2012 2:10 PM  
**To:** Armando Ramos <Armando.Ramos@shotcrete.com>  
**Subject:** FW: Change Order Request for E2 Pit Walls

---

Armando,

Here is a confirmation for E2 Pit walls

Thank you,

*Kalo Franklin*

**SUPERIOR GUNITE**

12306 Van Nuys Blvd., Lakeview Terrace, CA 91342

Office Phone: 818.896.9199 Fax: 818.896.6699

Cell: 818.391.3660

**From:** Robert Stepien [mailto:rstepien@yonkerscontractingco.com]  
**Sent:** Monday, June 25, 2012 1:35 PM  
**To:** Kalo Franklin  
**Subject:** Re: Change Order Request for E2 Pit Walls

Yes, it is confirmed.  
Rob

**From:** Kalo Franklin [mailto:Kalo.Franklin@shotcrete.com]  
**Sent:** Monday, June 25, 2012 04:32 PM  
**To:** Robert Stepien; Armando Ramos <Armando.Ramos@shotcrete.com>

**Cc:** Ron Federico <Ron.Federico@shotcrete.com>; Nick Hacopian <Nick.Hacopian@shotcrete.com>  
**Subject:** RE: Change Order Request for E2 Pit Walls

Rob,

Please confirm whether this price is acceptable so we can confirm shotcrete placement for tomorrow (06/26/12).

Thank you,

*Kalo Franklin*

**SUPERIOR GUNITE**

12306 Van Nuys Blvd., Lakeview Terrace, CA 91342

Office Phone: 818.896.9199 Fax: 818.896.6699

Cell: 818.391.3660

**From:** Armando Ramos  
**Sent:** Monday, June 25, 2012 12:12 PM  
**To:** Kalo Franklin  
**Subject:** FW: Change Order Request for E2 Pit Walls

fyi

**From:** Robert Stepien [mailto:rstepien@yonkerscontractingco.com]  
**Sent:** Monday, June 25, 2012 3:06 PM  
**To:** Ron Federico; Armando Ramos  
**Cc:** Jim Strobel  
**Subject:** RE: Change Order Request for E2 Pit Walls

Ron/Armando - \$600/cy for the pit walls? You are at \$400/cy for the shaft walls in your subcontract. Please review your price.

Rob

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Monday, June 25, 2012 12:35 PM  
**To:** Robert Stepien; Andrew Chenault  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian  
**Subject:** Change Order Request for E2 Pit Walls

Armando Ramos

Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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# **EXHIBIT 16**



**From:** Armando Ramos <Armando.Ramos@shotcrete.com>  
**Sent:** Tuesday, July 3, 2012 5:45 PM  
**To:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Cc:** Kalo Franklin <Kalo.Franklin@shotcrete.com>;  
achenault@yonkerscontractingco.com; 'Jim Strobel'  
(jstrobel@yonkerscontractingco.com)  
**Subject:** RE: COR E1 Pit  
**Attach:** COR 14.1 E1 Pit on 07-05-12 rev.pdf

---

Yes. Sorry about that. Attached is the revised COR.

Armando

**From:** Robert Stepien [mailto:rstepien@yonkerscontractingco.com]  
**Sent:** Tuesday, July 03, 2012 3:25 PM  
**To:** Armando Ramos  
**Subject:** RE: COR E1 Pit

Armando – This is not hat Ron charged me on the E2 pit.

Rob

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Tuesday, July 03, 2012 3:05 PM  
**To:** Robert Stepien  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; Andrew Chenault; Jim Strobel  
**Subject:** COR E1 Pit

Rob,

Please see the attached change order request for shotcrete in the E1 pit.

The walls must be ready for wiring tomorrow, Wednesday.

Thanks,

Armando Ramos

Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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## SUPERIOR GUNITE

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699

- GUNITE CONSTRUCTION
- ENGINEERING CONSTRUCTION



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 – 7074  
Fax: (914) 378 – 8814  
Attn: Robert Stepien

**SENT VIA: email**

Date: July 03, 2012

Project: MTA Contract C-26510 Site J  
Subject: Pit Walls in Tunnel E1 on 07-05-12 (revised)  
Ref:

### **CHANGE ORDER REQUEST: 9058-014.1**

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete Pit Walls in Tunnel E1 on Tuesday, July 3 2012.  
-Approximately 130 cubic yards of concrete at the rate of \$465/cy.  
-Concrete Plant and Driver Overtime Charges: \$2,500  
-Premium time for wireman working on July 4, 2012 (8 hours): \$563.39  
Total: \$63,513

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$63,513
Change to contract completion date	2 Days

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

**From:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Sent:** Friday, July 6, 2012 1:20 PM  
**To:** Armando Ramos <Armando.Ramos@shotcrete.com>  
**Subject:** Re: COR E1 Pit

---

Yes, same terms as E2 pit walls.  
Rob

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Friday, July 06, 2012 12:13 PM  
**To:** Armando Ramos <Armando.Ramos@shotcrete.com>; Robert Stepien  
**Cc:** Kalo Franklin <Kalo.Franklin@shotcrete.com>; Andrew Chenault; Jim Strobel; Ron Federico <Ron.Federico@shotcrete.com>  
**Subject:** Re: COR E1 Pit

Rob, I need a confirmation reply for this please.

Armando

Sent from my HTC smartphone on the Now Network from Sprint!

----- Reply message -----

From: "Armando Ramos" <Armando.Ramos@shotcrete.com>  
To: "Robert Stepien" <rstepien@yonkerscontractingco.com>  
Cc: "Kalo Franklin" <Kalo.Franklin@shotcrete.com>, "achenault@yonkerscontractingco.com" <achenault@yonkerscontractingco.com>, "&apos;Jim Strobel&apos;" <jstrobel@yonkerscontractingco.com>  
Subject: COR E1 Pit  
Date: Tue, Jul 3, 2012 5:45 pm

Yes. Sorry about that. Attached is the revised COR.

Armando

**From:** Robert Stepien [mailto:rstepien@yonkerscontractingco.com]  
**Sent:** Tuesday, July 03, 2012 3:25 PM  
**To:** Armando Ramos  
**Subject:** RE: COR E1 Pit

Armando – This is not hat Ron charged me on the E2 pit.

Rob

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Tuesday, July 03, 2012 3:05 PM  
**To:** Robert Stepien  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; Andrew Chenault; Jim Strobel  
**Subject:** COR E1 Pit

Rob,

Please see the attached change order request for shotcrete in the E1 pit.

The walls must be ready for wiring tomorrow, Wednesday.

Thanks,

Armando Ramos

Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993



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# **EXHIBIT 17**

**From:** Armando Ramos <Armando.Ramos@shotcrete.com>  
**Sent:** Thursday, July 12, 2012 6:19 PM  
**To:** rstepien@yonkerscontractingco.com  
**Cc:** Kalo Franklin <Kalo.Franklin@shotcrete.com>; Ron Federico <Ron.Federico@shotcrete.com>; Nick Hacopian <Nick.Hacopian@shotcrete.com>; mlloyd@yonkerscontractingco.com  
**Subject:** Premium Time COR for 7/14  
**Attach:** COR 14.5 Premium Time on 07-14-12.pdf; EWT 07-14-12.pdf

---

Rob,

Please see the attached docs. Let me know if we're ok to proceed with the 2 crews work on Saturday.

Thanks,

Armando Ramos

Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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# SUPERIOR GUNITE

° GUNITE CONSTRUCTION  
° ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239-7074  
Fax: (914) 378-8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 20, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 07-14-12 (revised on 07-20-2012)  
Ref:

## CHANGE ORDER REQUEST: 9058-014.5

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete E-Line Wall on B2 Level between Line 4 & 5 and Shaft Lift 5 Pour 1 on Saturday, July 14, 2012.

The charges are for Premium Time and Plant Opening based on 9.5 hours of work for one crew and 11.5 hours of work for the second crew.

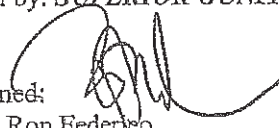
Total: \$22,005.00 (no markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$22,005.00
Change to contract completion date	0 Days

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:   
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC

Project: SITE J

SG Job #: 9058

DATE OF WORK: 07/14/2012

RFI #: N/A

SG EWT #: N/A

Work Description: Premium Time and Plant Opening Charges for working on Saturday. Two crews.  
Shotcrete E-Line on B2 Level between Line 4 & 5 and Shaft Lift 5 Pour 1

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL		LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1	SUPERINTENDENT	-11.0	\$110.68	8.0	\$144.08	3.0	\$177.48	\$467.64
	SHOTCRETE PUMPS		\$188.00	\$0.00	1	LABOR FOREMAN	-10.5	\$84.29	8.0	\$110.75	2.5	\$137.22	\$344.06
	BACK UP PUMP		\$68.00	\$0.00	1	OPERATOR PUMP - 14	-10.0	\$104.14		\$140.63	10.0	\$176.28	\$711.38
	375 COMPRESSOR		\$29.00	\$0.00	1	OPERATOR PUMP - 15	-10.0	\$98.85		\$134.01	10.0	\$167.64	\$686.94
	1 TON TRUCK		\$43.00	\$0.00	0	WIREMAN		\$82.31		\$107.52		\$132.73	\$0.00
	ACC PUMP		\$23.00	\$0.00	1	NOZZLEMAN	-8.5	\$82.31	8.0	\$107.52	0.5	\$132.73	\$226.91
	TEST CORING					LABOR FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	4	RODMAN / GUNMAN	-9.5	\$82.31	8.0	\$107.52	1.5	\$132.73	\$1,109.33
	DRILLING / ANCHORS				1	LABORER 731	-9.0	\$77.13	8.0	\$102.35	1.0	\$127.56	\$252.12
	JACK LEG DRILL		\$26.00	\$0.00	1	LABORER 731	-10.0	\$77.13	8.0	\$102.35	2.0	\$127.56	\$302.54
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00		LABORER - Appren. 13-18		\$69.10		\$87.87		\$108.64	\$0.00
				\$0.00		CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
						JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING				0	MASON		\$96.85		\$123.11		\$149.38	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00									
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	14	TOTAL CREWMEN	-78.5		48.0		30.5		\$4,100.91
	6' PLASTER JACKS		\$5.00	\$0.00		SUBSISTENCE		UNIT	RATE				TOTAL
	4' PLASTER JACKS		\$4.00	\$0.00	1	SUPERINTENDENT		\$95.00					\$95.00
	WIRES				1	FOREMAN		\$85.00					\$85.00
	WIREMAN DRILLS		\$12.00	\$0.00	0	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	5	LABORER		\$75.00					\$375.00
	CONCRETE DRILLS		\$8.00	\$0.00	0	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	7	TOTAL COST							\$555.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00		PLANT OPENING	1	1000	\$0.00
	PLANT OPENING FEES	EA		\$0.00	3	WEEKEND TRUCK DRIVE	1	1	\$4,301.25
	PLASIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5"X3	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$4,301.25

## COST TOTALS

EQUIPMENT	\$0.00	TOTAL LABOR COST	\$4,100.91
SMALL TOOLS / PERMAN	\$85.00	SUBSISTENCE	\$555.00
MATERIALS / SUBCONTRACTS	\$4,301.25	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX - 0.00%	\$0.00		
SUBTOTAL COSTS	\$5,236.25	SUBTOTAL COSTS	\$4,655.91
EQ/MAT/SUBS OH & PROFIT	0%	LABOR OH & PROFIT	0%
TOTAL	\$5,236.25	TOTAL	\$4,655.91

TOTAL INVOICE AMOUNT

\$9,892.16

PREPARED BY Armando Ramos



# SUPERIOR GUNITE - DAILY INVOICE

Contractor: YCC

DATE OF WORK: 07/14/2012

Project: SITE J

RFI #: N/A

SG Job #: 9058

SG EWT #: N/A

Work Description: Premium Time and Plant Opening Charges for working on Saturday. Two crews.

Shotcrete E-Line on B2 Level between Line 4 & 5 and Shaft Lift 5 Pour 1

## LABOR AND EQUIPMENT

UPDATED:

7/12/2012

QTY	EQUIPMENT COST	HOURS	RATE	TOTAL	QTY	LABORER COST	S.T.	S.T. RATE	O.T.	O.T. RATE	D.T.	D.T. RATE	TOTAL
	SHOTCRETE				1	SUPERINTENDENT	-11.5	\$110.88	8.0	\$144.08	3.5	\$177.48	\$501.04
	SHOTCRETE PUMPS		\$188.00	\$0.00		LABORER FOREMAN		\$84.29		\$110.75		\$137.22	\$0.00
	BACK UP PUMP		\$68.00	\$0.00	1	OPERATOR PUMP - 14	-11.5	\$104.14		\$140.63	11.5	\$175.28	\$818.09
	375 COMPRESSOR		\$29.00	\$0.00	1	OPERATOR PUMP - 15	-11.5	\$98.85		\$134.01	11.5	\$167.54	\$789.98
	1 TON TRUCK		\$43.00	\$0.00	1	WIREMAN	-12.5	\$82.31	8.0	\$107.52	4.5	\$132.73	\$428.60
	ACC PUMP		\$23.00	\$0.00	1	NOZZLEMAN	-11.0	\$82.31	8.0	\$107.52	3.0	\$132.73	\$352.97
	TEST CORING					LABORER FOREMAN II		\$84.82		\$111.28		\$137.75	\$0.00
	CORE MACHINE		\$22.00	\$0.00	3	RODMAN / GUNMAN	-11.0	\$82.31	8.0	\$107.52	3.0	\$132.73	\$1,058.90
					1	RODMAN / GUNMAN	-12.5	\$82.31	8.0	\$107.52	4.5	\$132.73	\$428.60
	DRILLING / ANCHORS				2	LABORER 731	-11.5	\$77.13	11.5	\$102.35		\$127.56	\$579.88
	JACK LEG DRILL		\$26.00	\$0.00		LABORER 731		\$77.13		\$102.35		\$127.56	\$0.00
	CHIPPING HAMMER		\$8.00	\$0.00		LABORER 18		\$90.67		\$122.44		\$154.20	\$0.00
	30-60 PNEUMATIC DRILLS		\$8.00	\$0.00		LABORER - Appren. 19-24		\$76.69		\$99.09		\$121.49	\$0.00
				\$0.00		LABORER - Appren. 13-18		\$69.10		\$87.87		\$106.64	\$0.00
				\$0.00		CARPENTER FOREMAN		\$106.72		\$138.14		\$169.56	\$0.00
	SCAFFOLDING					JOURNEYMAN CARP.		\$102.76		\$132.20		\$161.64	\$0.00
	SCAFFOLDING FRAMES		\$6.00	\$0.00	1	MASON	-11.0	\$96.85	11.0	\$123.11		\$149.38	\$288.95
	SCAFFOLD PLANKS - 13'		\$7.00	\$0.00	12	TOTAL CREWMEN	-104.0		62.5		41.5		\$5,247.01
	6' PLASTER JACKS		\$5.00	\$0.00		SUBSISTENCE		UNIT					TOTAL
	4' PLASTER JACKS		\$4.00	\$0.00	1	SUPERINTENDENT		\$95.00					\$95.00
	WIRES				0	FOREMAN		\$85.00					\$0.00
	WIREMAN DRILLS		\$12.00	\$0.00	0	CARPENTER		\$75.00					\$0.00
	CONCRETE GRINDERS		\$9.00	\$0.00	6	LABORER		\$75.00					\$450.00
	CONCRETE DRILLS		\$8.00	\$0.00	0	OPERATOR		\$0.00					\$0.00
	TOTAL COST			\$0.00	7	TOTAL COST							\$545.00

## CONCRETE AND MATERIALS

QTY	MATERIAL COST	UNIT	RATE	TOTAL	QTY	SUBCONTRACTS	UNITS	RATE	TOTAL
	READY MIX CONCRETE	CYS	\$10.00	\$0.00	1	PLANT OPENING	1	1000	\$1,000.00
	PLANT OPENING FEES	EA		\$0.00	1	WEEKEND TRUCK DRIVE	1	1	\$4,301.25
	PLASTIC SHEETING - 4 MIL	ROLL		\$0.00					\$0.00
	CURING COMPOUND	GAL		\$0.00					\$0.00
	HI RIB SHOTCRETE STOP	EA		\$0.00					\$0.00
	BOLSTER CHAIRS - 1.5" X 4"	EA		\$0.00					\$0.00
	COIL ROD - 1/2" DIA.	LF		\$0.00					\$0.00
	ACC ADDITIVE	GAL	\$8.00	\$0.00					\$0.00
	TOTAL COST			\$0.00		TOTAL COST			\$5,301.25

## COST TOTALS

EQUIPMENT		\$0.00	TOTAL LABOR COST	\$5,247.01
SMALL TOOLS / PER MAN	12	\$85.00	SUBSISTENCE	\$545.00
MATERIALS / SUBCONTRACTS		\$5,301.25	LABOR SURCHARGE	\$0.00
NEW YORK SALES TAX	0.00%	\$0.00		
SUBTOTAL COSTS		\$6,321.25	SUBTOTAL COSTS	\$5,792.01
EQ/MAT/SUBS OH & PROFIT	0%	\$0.00	LABOR OH & PROFIT	\$0.00
TOTAL		\$6,321.25	TOTAL	\$5,792.01

TOTAL INVOICE AMOUNT

\$12,113.26

PREPARED BY Armando Ramos

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 14  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE	
00075962	7/14/12	DRIVER & TRUCK CHARGE DR-TRU	8.500 T	155.000	1,317.50
00075963	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075963	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075963	7/14/12	DRIVER & TRUCK CHARGE DR-TRU	11.000 T	155.000	1,705
00075964	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075964	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075965	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075965	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075966	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075966	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075967	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075967	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075968	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075968	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075969	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075969	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075970	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075970	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075971	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075971	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075972	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075972	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075973	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	
00075973	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110	
00075974	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	10.000 T	99.800	

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
430 MASPETH AVENUE  
BROOKLYN, NY 11211  
PHONE: 718-384-3000 F: 384-3113

Page # : 13  
Invoice No. : 00025587  
Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
12306 VAN NUYS BLVD.  
LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00075943	7/13/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075943	7/13/12	ICE	360.000 T	0.450
00075943	7/13/12	WAITING TIME	1.000 E	125.000
00075947	7/13/12	6000 PSI SHOTCRETE	60SCS-SU. 10.000 T	124.800
00075947	7/13/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075947	7/13/12	ICE	360.000 T	0.450
00075947	7/13/12	WAITING TIME	1.000 E	125.000
00075957	7/13/12	6000 PSI SHOTCRETE	60SCS-SU. 6.000 T	124.800
00075957	7/13/12	W.O. CEMENT STABILIZER WO	118.000 T	0.110
00075957	7/13/12	ICE	216.000 T	0.450
00075957	7/13/12	WAITING TIME	1.000 E	125.000
00075958	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075958	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075958	7/14/12	DRIVER & TRUCK CHARGE	DR-TRU 8.500 T	155.000 1,317.5
00075959	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075959	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075959	7/14/12	DRIVER & TRUCK CHARGE	DR-TRU 9.500 T	155.000 1,472.50
00075960	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075960	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075960	7/14/12	DRIVER & TRUCK CHARGE	DR-TRU 8.000 T	155.000 1,240
00075961	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075961	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075961	7/14/12	DRIVER & TRUCK CHARGE	DR-TRU * 10.000 T	155.000 1,550
00075962	7/14/12	6000 PSI SPECIAL PRICE	60SCS.SP - 10.000 T	99.800
00075962	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110

# INVOICE

FROM: EMPIRE TRANSIT MIX, INC.  
 430 MASPETH AVENUE  
 BROOKLYN, NY 11211  
 PHONE: 718-384-3000 F: 384-3113

Page # : 15  
 Invoice No. : 00025587  
 Invoice Date : 7/15/12

TO: SUPERIOR GUNITE  
 12306 VAN NUYS BLVD.  
 LAKEVIEW TERRACE, CA 91342

34TH ST & 10TH AVE  
 SUP-1

7/15/12 NET 30 DAYS CUST# SUP

TICKET #	DATE	PRODUCT	UNITS UM	PRICE
00075974	7/14/12	W.O. CEMENT STABILIZER WO	198.000 T	0.110
00075975	7/14/12	6000 PSI SPECIAL PRICE 60SCS.SP	8.000 T	99.800
00075975	7/14/12	W.O. CEMENT STABILIZER WO	158.000 T	0.110
00075975	7/14/12	P.M. PLANT OPENING CHA FM-POC	4.000 T	250.000
TOTAL UNITS/YDS/TONS/MT			33,499.500	

## \*\*\* INVOICE PRODUCT SUMMARY\*\*\*

PRODUCT DESCRIPTION	UNITS	PRICE	AMOUNT	TAX
6000 PSI SHOTCRETE	847.00	124.80	105,705.60	
W.O. CEMENT STABILIZER	26591.00	.11	2,925.01	
WAITING TIME	38.00	125.00	4,750.00	
6000 PSI SPECIAL PRICE	448.00	99.80	44,710.40	
P.M. PLANT OPENING CHARG	33.50	250.00	8,375.00	
DRIVER & TRUCK CHARGE	162.00	155.00	25,110.00	
ICE	5376.00	.45	2,419.20	
6000 SC TEST LOAD #1	2.00	112.00	224.00	
6000 SC TEST LOAD #2	2.00	112.00	224.00	

\*\*\*\* TOTAL INVOICE AMT DUE \*\*\*\*>>>>>> 194,443.21

WT <4750>

189693.21

⑥

**From:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Sent:** Friday, July 13, 2012 8:43 AM  
**To:** Armando Ramos <Armando.Ramos@shotcrete.com>  
**Cc:** Kalo Franklin <Kalo.Franklin@shotcrete.com>; Ron Federico <Ron.Federico@shotcrete.com>; Nick Hacopian <Nick.Hacopian@shotcrete.com>; Mike Lloyd <mlloyd@yonkerscontractingco.com>  
**Subject:** RE: Premium Time COR for 7/14

---

Proceed with the Saturday work.

Rob

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Thursday, July 12, 2012 6:19 PM  
**To:** Robert Stepien  
**Cc:** Kalo Franklin; Ron Federico; Nick Hacopian; Mike Lloyd  
**Subject:** Premium Time COR for 7/14

Rob,

Please see the attached docs. Let me know if we're ok to proceed with the 2 crews work on Saturday.

Thanks,

Armando Ramos

Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993



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# **EXHIBIT 18**

**From:** Armando Ramos <Armando.Ramos@shotcrete.com>  
**Sent:** Friday, July 20, 2012 9:17 AM  
**To:** 'rstepien@yonkerscontractingco.com'  
**Cc:** Ron Federico <Ron.Federico@shotcrete.com>; Kalo Franklin <Kalo.Franklin@shotcrete.com>; Nick Hacopian <Nick.Hacopian@shotcrete.com>; "Jim Strobel" (jstrobel@yonkerscontractingco.com); 'achenault@yonkerscontractingco.com'  
**Subject:** RE: Premium time COR for 7/21  
**Attach:** COR 14.6 Premium Time on 07-21-12.pdf

---

Rob, please disregard the first e-mail attachment. The cost is estimated on 10 hours of work.

Armando

**From:** Armando Ramos  
**Sent:** Friday, July 20, 2012 9:14 AM  
**To:** rstepien@yonkerscontractingco.com  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; 'Jim Strobel' (jstrobel@yonkerscontractingco.com); achenault@yonkerscontractingco.com  
**Subject:** Premium time COR for 7/21

Rob,

Please see the attached change order request. Let me know if you're ok to proceed with tomorrow's 2 crew work.

Thanks,

Armando Ramos

Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610



# SUPERIOR GUNITE

◦ GUNITE CONSTRUCTION  
◦ ENGINEERING CONSTRUCTION

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 - 7074  
Fax: (914) 378 - 8814  
Attn: Robert Stepien

SENT VIA: email

Date: July 20, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 07-21-12  
Ref:

## CHANGE ORDER REQUEST: 9058-014.6

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete in E2 Tunnel, Pours #9 and #15, on Saturday, July 21, 2012.  
The charges are for the Premium Time of two crews, Plant Opening, and trucks based on 10 hours of work. The cost will be revised if the actual time is less than or more than 10 hours.  
Total: \$24,512 (no markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE. I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$24,512
Change to contract completion date	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:

## Armando Ramos

---

**From:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Sent:** Friday, July 20, 2012 3:22 PM  
**To:** Armando Ramos  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; Jim Strobel; Andrew Chenault  
**Subject:** RE: Premium time COR for 7/21

Proceed with E2 north wall and resume E1 arch tomorrow, Saturday 7/21.  
Rob

---

**From:** Armando Ramos [mailto:Armando.Ramos@shotcrete.com]  
**Sent:** Friday, July 20, 2012 9:17 AM  
**To:** Robert Stepien  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; Jim Strobel; Andrew Chenault  
**Subject:** RE: Premium time COR for 7/21

Rob, please disregard the first e-mail attachment. The cost is estimated on 10 hours of work.  
Armando

---

**From:** Armando Ramos  
**Sent:** Friday, July 20, 2012 9:14 AM  
**To:** [rstepien@yonkerscontractingco.com](mailto:rstepien@yonkerscontractingco.com)  
**Cc:** Ron Federico; Kalo Franklin; Nick Hacopian; 'Jim Strobel' ([jstrobel@yonkerscontractingco.com](mailto:jstrobel@yonkerscontractingco.com)); [achenault@yonkerscontractingco.com](mailto:achenault@yonkerscontractingco.com)  
**Subject:** Premium time COR for 7/21

Rob,  
Please see the attached change order request. Let me know if you're ok to proceed with tomorrow's 2 crew work.

Thanks,

Armando Ramos  
Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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# **EXHIBIT 19**

**From:** Armando Ramos <Armando.Ramos@shotcrete.com>  
**Sent:** Friday, July 27, 2012 9:39 AM  
**To:** rstepien@yonkerscontractingco.com  
**Cc:** Kalo Franklin <Kalo.Franklin@shotcrete.com>; Ron Federico <Ron.Federico@shotcrete.com>; Nick Hacopian <Nick.Hacopian@shotcrete.com>; achenault@yonkerscontractingco.com; mlloyd@yonkerscontractingco.com; 'Jim Strobel' (jstrobel@yonkerscontractingco.com)  
**Subject:** Saturday 7/28 Premium COR  
**Attach:** COR 14.13 Premium Time on 07-28-12.pdf

---

Rob,

Please see the attached change order request for premium time, tomorrow 7/28. Please confirm that two locations will be ready for shotcrete early Saturday morning.

Thanks,

Armando Ramos

Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610  
New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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## SUPERIOR GUNITE

12306 VAN NUYS BOULEVARD  
LAKEVIEW TERRACE, CALIFORNIA 91342  
(818) 896-9199 • (323) 877-4861  
FAX: (818) 896-6699

- GUNITE CONSTRUCTION
- ENGINEERING CONSTRUCTION



To: Yonkers Contracting Company  
969 Midland Avenue  
Yonkers, NY 10704  
Phone: (212) 239 – 7074  
Fax: (914) 378 – 8814  
Attn: Robert Stepien

**SENT VIA: email**

Date: July 27, 2012

Project: MTA Contract C-26510 Site J  
Subject: Premium Time on 07-28-12  
Ref:

### **CHANGE ORDER REQUEST: 9058-014.13**

Dear Robert:

This letter is to provide official notification of a project change as follows:

Shotcrete with two crews on Saturday, July 28, 2012.

The charges are for the Premium Time of two crews, Plant Opening, and trucks based on 10 hours of work. The cost will be revised if the actual time is less than or more than 10 hours.

Total: \$24,512 (no markup included)

Per the terms and conditions of our contract, we may be required to commence and/or have performed this work prior to the issuance of a written Change Order and considers the terms, conditions, formulation and pricing of this COR to be accepted and agreeable by **SUPERIOR GUNITE** and Yonkers Contracting Co., by virtue and receipt of this correspondence; unless notified in writing within 3 days of receipt of this COR. We request the issuance of a Change Order for this extra work by AS SOON AS POSSIBLE . I trust you will find this information to be in order and request that you contact the undersigned with any questions and/or discrepancies you may have.

Total cost of proposed change to contract	\$24,512
Change to contract completion date	1 Day

Submitted by: **SUPERIOR GUNITE**

Acknowledged/Accepted by:

Signed:  
By: Ron Federico

Signed:  
By: Robert Stepien

FILE:



**From:** Robert Stepien <rstepien@yonkerscontractingco.com>  
**Sent:** Friday, July 27, 2012 3:33 PM  
**To:** Armando Ramos <Armando.Ramos@shotcrete.com>  
**Cc:** Kalo Franklin <Kalo.Franklin@shotcrete.com>; Ron Federico <Ron.Federico@shotcrete.com>; Nick Hacopian <Nick.Hacopian@shotcrete.com>; Andrew Chenault <achenault@yonkerscontractingco.com>; Mike Lloyd <mlloyd@yonkerscontractingco.com>; Jim Strobel <jstrobel@yonkerscontractingco.com>  
**Subject:** RE: Saturday 7/28 Premium COR

---

Yes-two shotcrete locations will be ready-E1 incline wall and south wall vertical shaft. Send a wire crew in Sunday for Monday's work. See schedule on previous email.

Rob

**From:** Armando Ramos [<mailto:Armando.Ramos@shotcrete.com>]  
**Sent:** Friday, July 27, 2012 9:39 AM  
**To:** Robert Stepien  
**Cc:** Kalo Franklin; Ron Federico; Nick Hacopian; Andrew Chenault; Mike Lloyd; Jim Strobel  
**Subject:** Saturday 7/28 Premium COR

Rob,

Please see the attached change order request for premium time, tomorrow 7/28. Please confirm that two locations will be ready for shotcrete early Saturday morning.

Thanks,

Armando Ramos

Project Engineer

SUPERIOR GUNITE  
217 Broadway, Suite 610

New York, New York 10007  
Office Phone: 818.896.9199  
Fax: 800.860.8079  
Cell: 818.277.0993

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# **EXHIBIT 20**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
SUPERIOR GUNITE,

Plaintiff,

vs.

Index No.  
54272/13

YONKERS CONTRACTING COMPANY  
INC. and ZURICH AMERICAN  
INSURANCE COMPANY,

Defendants.  
-----X

Deposition of ROBERT STEPIEN, held  
at the offices of Lewis & McKenna, 82  
East Allendale Road, Saddle River, New  
Jersey, pursuant to notice, commencing  
January 10, 2014 at 10:15 a.m., on the  
above date, before Jennifer  
Ocampo-Guzman, a Certified Real-Time  
Shorthand Reporter and Notary Public of  
the State of New Jersey.

JOB NO. 138234

MAGNA LEGAL SERVICES  
(866) 624-6221  
[www.MagnaLS.com](http://www.MagnaLS.com)

1 Stepien

2 Q. Can you tell me what Yonkers  
3 Contracting's position is generally with  
4 respect to the CORs that are in that section  
5 of the page of Exhibit 6?

6 A. Well, COR 12.1 through 16.01, we're  
7 in agreement, we're just missing backup.

8 Q. When you say Yonkers is in  
9 agreement but is just missing backup, what  
10 backup is Yonkers referring to?

11 A. Previously Superior, when they  
12 handed us a change order request, it included  
13 manpower, labor rates, equipment and then the  
14 time spent by that manpower to perform that  
15 extra work. I believe that change order  
16 request 12, Superior changed their format of  
17 their change order requests and didn't  
18 include all of that information.

19 Q. So for the CORs that you just  
20 referenced from CORs 12 to CORs 16.01, am I  
21 correct in stating there is no disagreement  
22 as to the fact that there is an extra  
23 involved?

24 A. Correct.

25 Q. And any disagreement there may be

1 Stepien  
2 is as to the value of that extra?

3 A. Correct.

4 MR. McKENNA: My terminology, we  
5 agreed to entitlement but not to  
6 quantum.

7 MR. CANIZIO: Okay.

8 Q. So if we stick with Plaintiff's  
9 Exhibit 4, the thicker package that has the  
10 backup material that's been submitted, and  
11 turn within that to the first change order  
12 request for change order number 12. It's  
13 actually the first page right after the  
14 spreadsheet. So there are six pages that  
15 begin for that change order request number  
16 12, or it starts with an e-mail  
17 correspondence dated June 6, 2012.

18 Do you have that in front of you?

19 A. I don't know what you're looking  
20 at.

21 Q. Starting there, yes.

22 A. Okay.

23 Q. So just if we page through that,  
24 the first page is the change order request,  
25 correct?

1 Stepien

2 A. Correct.

3 Q. The following page is a signed work  
4 ticket, the next page in that document, and  
5 that's signed by Michael Lloyd --

6 A. Yes.

7 Q. -- for Yonkers, correct?

8 The third page is another signed  
9 ticket signed by, is that John Pulaski?

10 A. Yes.

11 Q. The fourth page is another signed  
12 ticket signed by John Pulaski?

13 A. Correct.

14 Q. And the fifth page is signed on  
15 behalf of Yonkers.

16 Can you make that name out?

17 A. It's Phillip DePinto.

18 Q. And then the last page with some  
19 numbers that are circled on it for the labor,  
20 materials and equipment, correct?

21 A. I've never seen this document  
22 before, but that's what it looks like.

23 Q. Is that the document that you were  
24 referring to, the kind of backup that Yonkers  
25 would normally submit that type of

1 Stepien

2 spreadsheet with, with the labor --

3 MR. McKENNA: You said Yonkers I'm  
4 sure you meant Superior.

5 Q. I meant Superior.

6 MR. CANIZIO: Thank you, counsel.

7 A. I've never seen this particular  
8 format. I could show you a format I'm more  
9 used to.

10 Q. Actually, if you turn two pages  
11 further to change order to 12.1, the second  
12 page of that change order is another  
13 spreadsheet.

14 Is that the format that you're more  
15 used to seeing?

16 A. Yes.

17 Q. And is that the format, that second  
18 page spreadsheet which is attached to change  
19 order 12.1, is that the kind of information  
20 that you, in your answer a moment ago, said  
21 you thought was missing from the change  
22 order?

23 A. Yes.

24 Q. And if you look at the page that  
25 follows that, for change order 12.1, I



# **EXHIBIT 21**

## FORM OF PAYMENT BOND

## PAYMENT BOND

CONTRACT: C-26510

KNOW ALL PERSONS BY THESE PRESENTS, that  
Yonkers Contracting Company, Inc., a corporation organized under the laws of the State of New York, of  
969 Midland Avenue, Yonkers, NY 10704  
(hereinafter called the "Contractor") and Zurich American Insurance Company  
1400 American Lane, Schaumburg, IL 60196  
(hereinafter called the "Surety"), are held and firmly bound unto the Metropolitan Transportation  
Authority (hereinafter called the "Contracting Party"), acting by the New York City Transit Authority,  
(hereinafter called the "Authority"), in the sum of  
One Hundred Sixteen Million Two Hundred Eleven Thousand and 00/100----- dollars  
(\$ 116,211,000.00), lawful money of the United States of America, to be paid to the Contracting  
Party and the Authority, for which payment well and truly to be made, the Contractor and the Surety  
do hereby bind themselves jointly and severally and their, and each of their executors, administrators,  
successors and assigns firmly by these presents.

\* Insert Contractor's name. If a corporation, give the State of incorporation, also using the phrase "a corporation organized under the laws of \_\_\_\_\_." If a partnership, give full names of partners, also using the phrase, "co-partners, doing business under the firm name of \_\_\_\_\_." If a joint venture, give the name of the joint venture or the names of the joint venturers, also using the phrase "a joint venture formed under the laws of \_\_\_\_\_." If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of \_\_\_\_\_."

## FORM OF PAYMENT BOND

WHEREAS, the Contractor is seeking to enter, or has entered, into a contract known as Contract C-26510, a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full:

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor, its representatives or assigns and other subcontractors to who work under this Contract is sublet and his/her or their successors and assigns shall promptly pay or cause to be paid all lawful claims for:

- (a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Project under said Contract, and any amendment or extension thereof or addition thereto, whether such persons are agents, servants or employees of the Contractor or of any such subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Contractor or subcontractors, or his/her or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the Project; and
- (b) Materials and supplies (whether incorporated in the permanent structure or not), as well as vehicles, fuels, oils, implements or machinery furnished, used or consumed by said Contractor or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Project under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void; otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

- (a) The Contractor and Surety agree that this bond shall be for the benefit of any material person or laborer having a just claim, as well as the Contracting Party or the Authority itself.
- (b) All persons who have performed labor, rendered services or furnished materials and supplies as aforesaid, shall have a direct right to action against the Contractor and its successors and assigns, and the Surety herein, or against either or both of any of them and their successors and assigns. Such person may sue in his/her own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.

## FORM OF PAYMENT BOND

- (c) The Contractor and Surety agree that neither of them will hold the Contracting Party and/or Authority liable for any judgment for costs or otherwise, obtained by either the Contractor or Surety or both of them against a laborer or materialperson in a suit brought by either a laborer or materialperson under this bond for monies allegedly due for performing work or furnishing material.
- (d) The Surety or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workers' Compensation Law.
- (e) In no event shall the Surety, or its successor or assigns, be liable for a greater sum than the amount of its bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two (2) years after the complete performance of said Contract and final settlement thereof.

The Contractor, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Contracting Party or the Authority to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which the Contractor or Surety or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialpersons and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the Contracting Party or the Authority to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety, and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any work to be performed or any monies due or to become due thereunder and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulate and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Contractor.

FORM OF PAYMENT BOND

WITNESS WHEREOF, the Contractor and the Surety have hereunto set their hands and seals,  
them as are corporations have caused their corporate seals to be hereunto affixed and these  
to be signed by their proper officers, this 3rd day of  
September 2010

Yonkers Contracting Company, Inc.

Contractor's Name

By

Richard D. McGrath

Contractor's Authorized Signature

Richard D. McGrath

Print Name

Vice President

Title

Deborah A. Nargi

Secretary

By Zurich American Insurance Company

Surety's Name

Theresa J. Foley

Authorized Signature

Theresa J. Foley, Attorney-in-Fact

Print Name

1. If the Contractor is a partnership, the bond should be signed by one of the partners in the firm name.
2. If the Contractor is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.
3. If the Contractor is a joint venture, the bond should be signed by an individual duly authorized by the joint venture to act for the joint venture.
4. The number of original bonds to be executed should correspond with the number of originals of the bond to be executed.



FORM OF PAYMENT BOND

ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF New York )  
 ) SS.:  
COUNTY OF Westchester )

On this 3rd day of September 2010, before me personally appeared Richard D. McGrath, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides at Eight Lori Court, in the City of New Hempstead, in the County of Rockland, in the State of New York; and further that s/he:

[Mark an X in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): executed the foregoing instrument in her/his name and on her/his own behalf.
- ☒ (If a corporation): is the Vice President of Yonkers Contracting Company, Inc., the corporation in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership s/he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that, s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF New York,)
COUNTY OF Nassau,)

ON THE 3rd DAY OF September, 2010 , BEFORE ME PERSONALLY CAME Theresa J. Foley TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT Nassau County, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF Zurich American Insurance Company THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

Handwritten signature of Andrea E. Szelwach
Notary Public

ANDREA E. SZELWACH
Notary Public, State of New York
No. 01826170063
Qualified in Suffolk County
Commission Expires July 02, 2011

ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint James E. MARRAN, JR, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO and Daryl LAFORGE, all of Jericho, New York, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, any and all bonds and undertakings, recognizances or other written obligations in the nature thereof, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-In-Fact pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 5th day of November, A.D. 2008. This power of attorney revokes that issued on behalf of James E. MARRAN, JR, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO, William MARINO, dated November 4, 2008.



ZURICH AMERICAN INSURANCE COMPANY

*Gerald F. Haley*

*Frank E. Martin Jr.*

STATE OF MARYLAND }  
CITY OF BALTIMORE }

SS:

*Gerald F. Haley*

Secretary

By:

*Frank E. Martin Jr.*

Vice President

On the 5th day of November, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself depose and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



*Constance A. Dunn*

Notary Public

My Commission Expires: July 14, 2011

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

the \_\_\_\_\_ day of SEP 03 2010

*Gregory E. Murray*

Gregory E. Murray

Secretary



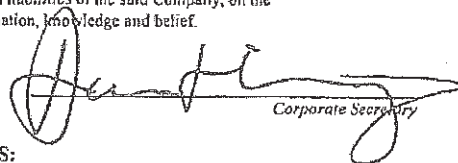
**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006**  
**As of December 31, 2009 and December 31, 2008**

	12/31/2009	12/31/2008
<b>Assets</b>		
Bonds	\$ 18,856,255,156	\$ 18,080,264,654
Preferred Stock	983,952	70,077,341
Common Stock	2,414,799,006	2,523,871,473
Real Estate	-	25,457,836
Other Invested Assets	1,955,583,185	1,699,943,998
Short-term Investments	442,083,498	117,588,071
Receivable for securities	924,864	8,050,472
Cash and cash equivalents	81,175,295	66,140,854
Employee Trust for Deferred Compensation Plan	115,265,399	92,484,754
<b>Total Cash and invested Assets</b>	<b>\$ 23,867,070,354</b>	<b>\$ 22,683,879,453</b>
Premiums Receivable	\$ 3,789,891,423	\$ 4,504,508,588
Funds Held with Reinsurers	17,543,464	18,761,471
Reinsurance Recoverable	334,417,233	859,700,252
Accrued Investment Income	153,168,265	149,763,601
Federal Income Tax Recoverable	938,076,547	583,896,990
Due from Affiliates	270,234,627	178,313,325
Other Assets	565,343,140	655,646,493
<b>Total Assets</b>	<b>\$ 29,935,745,054</b>	<b>\$ 29,634,470,173</b>
<b>Liabilities and Policyholders' Surplus</b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 14,457,673,205	\$ 14,645,410,951
Unearned Premium Reserve	4,286,806,531	4,602,631,426
Funds Held with Reinsurers	249,802,186	248,918,770
Loss In Course of Payment	416,324,234	460,126,217
Commission Reserve	154,104,769	155,353,168
Federal Income Tax Payable	24,130,322	16,936,764
Remittances and Items Unallocated	152,534,594	135,262,884
Payable to parent, subs and affiliates	304,648,750	199,894,895
Provision for Reinsurance	74,859,513	95,167,954
Ceded Reinsurance Premiums Payable	62,782,469	605,799,518
Securities Lending Collateral Liability	328,068,754	102,593,522
Other Liabilities	2,006,859,109	2,126,543,703
<b>Total Liabilities</b>	<b>\$ 22,518,594,436</b>	<b>\$ 23,394,639,772</b>
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	1,883,000,000	1,883,000,000
Special Surplus Retroactive Reinsurance	101,720,000	73,761,000
Change in Net Deferred Tax Asset	348,814,703	-
Cumulative Unrealized Gain	(74,742,079)	(316,593,413)
Dividends Undeclared	-	222,129
Loss Portfolio Transfer Account	-	-
Unassigned Surplus	759,226,673	200,309,364
<b>Total Policyholders' Surplus</b>	<b>\$ 7,417,150,618</b>	<b>\$ 6,239,830,401</b>
<b>Total Liabilities and Policyholders' Surplus</b>	<b>\$ 29,935,745,054</b>	<b>\$ 29,634,470,173</b>

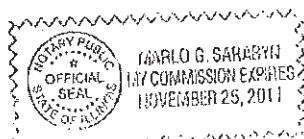
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2009, according to the best of my information, knowledge and belief.

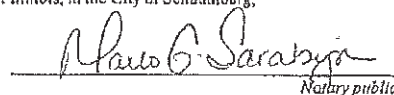
State of Illinois  
County of Cook

} SS:

  
Corporate Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.



  
Notary public

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

Brian A. Fitch

Diana G. Finch  
Notary Public, State of New York  
No. 31-4789621  
Qualified in New York County  
Commission Expires 12/17/2013



FORM OF PERFORMANCE BOND

PERFORMANCE BOND

CONTRACT: C-26510

KNOW ALL PERSONS BY THESE PRESENTS, that<sup>\*</sup>  
Yonkers Contracting Company, Inc., a corporation organized under the laws of the State of New York  
of 969 Midland Avenue, Yonkers, NY 10704  
(hereinafter called the "Contractor") and Zurich American Insurance Company  
1400 American Lane, Schaumburg, IL 60196  
(hereinafter called the "Surety"), are held and firmly bound unto the Metropolitan Transportation  
Authority (hereinafter called the "Contracting Party"), acting by the New York City Transit  
Authority, (hereinafter called the "Authority"), in the sum of  
One Hundred Sixteen Million Two Hundred Eleven Thousand and 00/100----- dollars  
(\$ 116,211,000.00), lawful money of the United States of America, to be paid to the Contracting  
Party and the Authority, for which payment well and truly to be made, the Contractor and the Surety  
do hereby bind themselves jointly and severally and their, and each of their executors, administrators,  
successors and assigns firmly by these presents.

<sup>\*</sup> Insert Contractor's name. If a corporation, give the State of incorporation, also using the phrase "a corporation organized under the laws of \_\_\_\_\_." If a partnership, give full names of partners, also using the phrase, "co-partners, doing business under the firm name of \_\_\_\_\_." If a joint venture, give the name of the joint venture or the names of the joint venturers, also using the phrase "a joint venture formed under the laws of \_\_\_\_\_." If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of \_\_\_\_\_."

## FORM OF PERFORMANCE BOND

WHEREAS, the Contractor is seeking to enter, or has entered, into a contract known as Contract C-26510, a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full:

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor, its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Contracting Party and the Authority from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the Contracting Party and the Authority for all outlay and expense which the Contracting Party and the Authority may incur in making good any such default, and shall protect the Contracting Party and the Authority against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against the Contracting Party or the Authority or their officer or agents or which the Contracting Party or Authority may be called upon to pay any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor, or its agents or servants, or the infringement of any patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the Authority, to fully perform and complete the Project to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Contractor fails or neglects to so fully perform and complete such Project. The Surety further agrees to commence such work of completion within twenty (20) days after written notice thereof from the Authority and to complete such Project within such time as the Authority may fix.

The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Project to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of the Project to be performed or any monies due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Contractor.

FORM OF PERFORMANCE BOND

IN WITNESS WHEREOF, the Contractor and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 3rd day of September, 2010.

(Seal)

Yonkers Contracting Company, Inc.  
Contractor's Name

By *Richard D. McGrath*  
Contractor's Authorized Signature

Richard D. McGrath  
Print Name

Vice President  
Title

Attest: *Deborah A. Nargi*  
Secretary

(Seal)

By Zurich American Insurance Company  
Surety's Name

*Theresa J. Foley*  
Authorized Signature

Theresa J. Foley, Attorney-in-Fact  
Print Name

<sup>4</sup> If the Contractor is a partnership, the bond should be signed by one of the partners in the firm name.

If the Contractor is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

If the Contractor is a joint venture, the bond should be signed by an individual duly authorized by the parties of the joint venture to act for the joint venture.

The number of original bonds to be executed should correspond with the number of originals of the Contract to be executed.

FORM OF PERFORMANCE BOND

ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF New York )  
 ) SS.:  
COUNTY OF Westchester )

On this 3rd day of September 2010, before me personally appeared Richard D. McGrath, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides at Eight Lori Court, in the City of New Hempstead, in the County of Rockland, in the State of New York; and further that s/he:

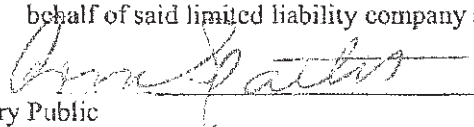
[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): executed the foregoing instrument in her/his name and on her/his own behalf.

☒ (If a corporation): is the Vice President of Yonkers Contracting Company, Inc., the corporation in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership s/he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.


☐ (If a limited liability company): is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that, s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

  
Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF New York,)  
COUNTY OF Nassau,)

ON THE 3<sup>rd</sup> DAY OF September, 2010 , BEFORE ME PERSONALLY CAME Theresa J. Foley TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT Nassau County, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF Zurich American Insurance Company THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

  
Notary Public

ANDREA E. SZELWACH  
Notary Public, State of New York  
No. 01SZ6170069  
Qualified in Suffolk County  
Commission Expires July 02, 2011



ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint James E. MARRAN, JR, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO and Daryl LAFORGE, all of Jericho, New York, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, any and all bonds and undertakings, recognizances or other written obligations in the nature thereof, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute such bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 5th day of November, A.D. 2008. This power of attorney revokes that issued on behalf of James E. MARRAN, JR, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO, William MARINO, dated November 4, 2008.



ZURICH AMERICAN INSURANCE COMPANY

*Gerald F. Haley*

*Frank E. Martin Jr.*

STATE OF MARYLAND  
CITY OF BALTIMORE

ss:

Gerald F. Haley

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 5th day of November, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



*Constancia A. Dunn*

Notary Public

My Commission Expires: July 14, 2011

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

*Gregory E. Murray*

the \_\_\_\_\_ day of SEP 01 2008

Gregory E. Murray

Secretary



# **EXHIBIT 22**

## CASTLE & ASSOCIATES

A PROFESSIONAL LAW CORPORATION

8383 WILSHIRE BOULEVARD, SUITE 810  
BEVERLY HILLS, CALIFORNIA 90211

TELEPHONE (310) 286-3400  
FACSIMILE (310) 286-3404  
WEB [www.castlelawoffice.com](http://www.castlelawoffice.com)

NOMI L. CASTLE  
MATTHEW J. LUCE  
DAVID C. ROMYN  
ROBERT NIDA\*\*  
ROBERT S. BLONSTEIN  
JOHN A. DRAGONETTE  
MARK F. WENDORFF  
CATHERINE R. FINAMORE  
MARIAN K. SELVAGGIO

\*\*Also Admitted In New York and  
Washington, D.C.

January 3, 2013

### Via Certified Mail – Return Receipt

Yonkers Contracting Co.  
969 Midland Avenue  
Yonkers, NY 10704

Zurich American Insurance Company  
1400 American Lane  
Schaumburg, IL 60196

### Via Certified Mail – Return Receipt

New York State Metropolitan Transportation  
Authority  
Office of the Chief Financial Officer  
347 Madison Avenue  
New York, NY 10017

New York City Transit Authority  
Office of the Chief Financial Officer  
370 Jay Street  
Brooklyn, NY 11201

Lester Freundlich, Esq.  
New York State Metropolitan Transportation  
Authority  
Legal Department  
347 Madison Avenue  
New York, NY 10017

### **Re: LABOR AND MATERIAL PAYMENT BOND CLAIM**

Owner:	The Metropolitan Transit Authority New York City Transit Authority
Project:	EXCAVATION/MINING/LINING OF VERTICAL SHAFT, E1, E2, Inclined Tunnels, T1, Connector Tunnel, and the Construction of a Ventilation Building and Station Entrance Structure at Site J pursuant to Contract C-26510
Contract No.	C-26510
Contractor:	Yonkers Contracting Company, Inc.
Claimant:	Superior Gunite
Surety:	Zurich American Insurance Company
Bond Number:	PRF09011946
Claim Amount:	\$3,275,630.00

Dear Sir/Madam:

This firm represents SUPERIOR GUNITE, a subcontractor to Yonkers Contracting Company, the general contractor on the construction project known as the

Castle & Associates, APLC

January 3, 2013

Page 2

EXCAVATION/MINING/LINING OF VERTICAL SHAFT, E1, E2, Inclined Tunnels, T1, Connector Tunnel, and the Construction of a Ventilation Building and Station Entrance Structure at Site J pursuant to Contract C-26510 (the "Project").

Superior Gunitite furnished labor and materials in furtherance of the Project. The amount unpaid to Superior Gunitite for said labor and materials is \$3,275,630.00.

Please consider this letter a formal demand for payment of said sum against the labor and materials payment bond executed by Yonkers Contracting Company, Inc., as principal, with respect to the Project. The surety on the Payment Bond purchased by Yonkers Contracting for the Project is Zurich American Insurance Company.

We look forward to hearing from you regarding the contents of this letter.

Very truly yours,



Nomi L. Castle

Catherine R. Finamore

cc: Superior Gunitite

# **EXHIBIT 23**



**Site J**  
**Superior Gunitite Analysis**

Updated 8/7/2013

Item Description	SG Request	YCC Proposed	Comments
Base Contract	\$7,500,000	\$7,500,000	
Amendment #1. Overbreak	\$674,813	\$674,813	
Amendment #2. Pre-Sandwall Extra & Contract Deletions	\$476,000	\$476,000	
Executed Amendments Total	\$1,150,813	\$1,150,813	
COR 17.00 Delete 8" Shaft Walls (SG proposed credit)	-\$85,156	-\$228,200	YCC is not in agreement with total value of credit. 8" Walls Deleted from Scope (568cy - 189cy = 379cy @ \$800 / cy = \$303.2k. \$303.2k - \$75k (AM2)
Delete 12" Walls Deleted from Scope at B2 Level	\$0	-\$64,800	Superior Gunitite did not provide a credit. 108cy @ \$600 / cy = \$64,800
COR 17.02 Grid Line 2 Wall at B1 Level placed by Villa.	-\$76,391	-\$145,800	Superior Gunitite did not provide a credit. 243 cy @ \$600/cy = \$145,800
Deleted Contract Work Total	-\$161,547	-\$438,800	
COR 13.4 Premium Time on 6/16/2012 (check against actual hours)	\$8,474	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 14.5 Premium Time on 7/14/2012	\$22,005	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 14.6 Premium Time on 7/21/2012	\$32,272	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 14.8 Premium Time for wiring on 7/20/2012	\$3,352	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 14.9 Premium Time for wiring on 7/23/2012	\$1,558	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 14.10 Premium Time for wiring on 7/24/2012	\$2,055	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 14.13 Premium Time on 7/28/2012	\$22,632	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 14.14 Premium Time on 7/31/2012	\$2,529	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 14.15 Premium Time for wiring on 7/29/2012	\$377	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 14.16 Premium Time on 7/25/2012	\$6,112	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 15.2 Premium Time on 8/4/2012	\$27,968	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 15.4 Premium Time on 8/11/2012	\$23,853	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 15.8 Premium time and standby for wiring 8" wall	\$1,521	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
COR 16.02 8" wall on B5 Level in the TI Connector on overtime, Tuesday, September 25, 2012	\$1,180	\$0	Work performed on weekend required to maintain project schedule due to unavailable SG crews during week
Total Pending Premium Time	\$155,888	\$0	
Pre Sand Walls - See COR 12	\$35,663	\$35,663	YCC is pending on agreement due to missing backup on extra work claims
COR 12.1 Backforming on 5/22/2012 - Wall at 2-Line and E-Line	\$9,280	\$9,280	YCC is pending on agreement due to missing backup on extra work claims
COR 12.2 Overbreak of 5.13CY	\$17,073	\$17,073	YCC is pending on agreement due to missing backup on extra work claims
COR 12.3 Sand Walls of May after Close-out at \$15/sf	\$47,415	\$47,415	YCC is pending on agreement due to missing backup on extra work claims
COR 13.1 Sand Walls on 6/4/2012	\$22,912	\$22,912	YCC is pending on agreement due to missing backup on extra work claims
COR 13.3 Sand Walls on 6/6/2012	\$29,010	\$29,010	YCC is pending on agreement due to missing backup on extra work claims
COR 13.6 E1 Tunnel Fill-ins 6/7/2012	\$6,300	\$6,300	YCC is pending on agreement due to missing backup on extra work claims
COR 13.7 Non-contract work - B2 Slab	\$21,600	\$21,600	YCC is pending on agreement due to missing backup on extra work claims
COR 14.4 Non-contract work - B3 Slab	\$33,050	\$33,050	YCC is pending on agreement due to missing backup on extra work claims
COR 14.7 Sand Wall on 1-Line above Vent Shaft	\$4,650	\$4,650	YCC is pending on agreement due to missing backup on extra work claims
COR 14.11 Non-contract work B2 Slab	\$5,250	\$5,250	YCC is pending on agreement due to missing backup on extra work claims
COR 14.11b Cancellation of shotcrete due to wall not being ready on 7/20	\$8,552	\$8,552	YCC is pending on agreement due to missing backup on extra work claims
COR 14.12 Sand Wall on B-Line above Vent Shaft	\$10,530	\$10,530	YCC is pending on agreement due to missing backup on extra work claims
COR 15.3 Sand Walls on 1-Line above Vent Shaft	\$6,900	\$6,900	YCC is pending on agreement due to missing backup on extra work claims
COR 15.7 Sand Walls along 1-Line and A-Line	\$18,810	\$18,810	YCC is pending on agreement due to missing backup on extra work claims
COR 15.9 Backfill on forms	\$15,255	\$15,255	YCC is pending on agreement due to missing backup on extra work claims
COR 15.10 Non-contract work - B1 Intermediate Slab	\$8,400	\$8,400	YCC is pending on agreement due to missing backup on extra work claims
COR 15.11 B2 inner-slab	\$12,427	\$12,427	YCC is pending on agreement due to missing backup on extra work claims
COR 16.01	\$1,588	\$1,588	YCC is pending on agreement due to missing backup on extra work claims
COR 13.5 Non-contract work - Structural Walls in E2 Tunnel Pit (need to add backforming if used)	\$66,030	\$0	E2 Pit Walls are excluded from contract however, SG's quantities include this item.
COR 14.1 Non-contract work - Structural Walls in E1 Tunnel Pit	\$75,368	\$0	E1 Pit Walls are excluded from contract however, SG's quantities include this item.
COR 14.3 Plant Charges for swing shift on 7/11	\$8,341	\$0	Plant opening charges denied due to inability to provide crew on day shift
COR 15.1 Swing Shift Concrete	\$3,875	\$0	Work performed charges denied due to inability to provide crew on day shift
COR 15.5 Delay due to denied access	\$9,843	\$0	YCC rejects claim. YCC not held responsible for delay
COR 15.6 Standby due to wall not being ready	\$5,333	\$0	YCC rejects claim of minimum available work
Claimed Extra Work Total	\$483,455	\$314,665	
Various Man-Lift Repairs (Hertz, Sunbelt & United Equipment) - Various Invoices	\$0	-\$51,133	Damage to YCC provided man-lifts due to shotcrete rebound. Man-lifts not properly protected by SG.
Labor costs for YCC installing Waterstop @ various locations	\$0	-\$445,000	
Total Shotcrete Cleanup (Labor & Material)	\$0	-\$606,162	Waste concrete was not neatly placed within site area for removal by YCC
Bulkheads (Labor)	\$0	-\$200,042	
Required cleaning of shotcrete rebound by YCC scaffolding by Harsco	\$0	-\$20,000	Cost for cleaning of scaffolding due to shotcrete rebound
YCC costs for schedule recovery	\$0	-\$432,361	YCC costs for 29 work days spanning from May 2012 through the end of August 2012
YCC Backcharges Total	\$0	-\$1,754,698	
Superior Gunitite Base Contract	\$7,500,000	\$7,500,000	
Approved Change Orders	\$1,150,813	\$1,150,813	
Subtotal Deleted Contract Work	-\$161,547	-\$438,800	
Subtotal Pending Premium Time	\$155,888	\$0	
Subtotal Pending Extra Work	\$483,455	\$314,665	
Subtotal YCC Backcharges	\$0	-\$1,754,698	
Total Final Contract Revenue Requested	\$9,128,609	\$5,771,980	
Total Gross Paid To Date	\$6,166,482		(Retainage at 10% = \$616,648)
Remaining Due	\$605,498		Pending receipt of backups to substantial extra work claims

