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**PUBLIC SERVICE COMMISSION
FOR THE FIRST DISTRICT**



**INVITATION TO CONTRACTORS, INFOR-
MATION FOR CONTRACTORS, FORMS
OF CONTRACT, BOND AND
CONTRACTOR'S PROPOSAL**

FOR

**Land and River Borings along the Lines of
Proposed Rapid Transit Railroads**

TRAVIS H. WHITNEY

TO VNU
AIRPORT

TF725
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INVITATION TO CONTRACTORS

LAND AND RIVER BORINGS

The Public Service Commission for the First District invites proposals to make borings along the lines of proposed rapid transit railroad routes as they may be needed and ordered:

IN THE BOROUGHS OF MANHATTAN, BROOKLYN, QUEENS AND BRONX AND IN THE EAST RIVER.

The following is a statement, based upon the estimate of the Chief Engineer of the Commission, of the quantities of the various classes of work and of the nature and extent as near as practicable of the work required:

STATEMENT OF APPROXIMATE QUANTITIES

LAND BORINGS

- Item 1. (a) Sinking 2½-inch casing, Borough of Manhattan.....1,000 linear feet.
(b) Sinking 2½-inch casing, Boroughs of Brooklyn, Queens and Bronx.....1,000 linear feet.
(c) Sinking 8-inch casing, Borough of Manhattan.....1,000 linear feet.
(d) Sinking 8-inch casing, Boroughs of Brooklyn, Queens and Bronx1,000 linear feet.
- Item 2. (a) Drilling for 1-inch cores with diamond drills..... 100 linear feet.
(b) Drilling for 1-inch cores with shot drills..... 100 linear feet.
(c) Drilling for 6-inch cores with diamond drills..... 100 linear feet.
(d) Drilling for 6-inch cores with shot drills..... 100 linear feet.

RIVER BORINGS

- Item 3. (a) Sinking casing for 1½-inch cores 300 linear feet.
(b) Sinking casing for 6-inch cores.. 300 linear feet.

INVITATION TO CONTRACTORS

Item 4.	(a) Drilling for 1 $\frac{3}{8}$ -inch cores with diamond drills.....	100 linear feet.
	(b) Drilling for 1 $\frac{3}{8}$ -inch cores with shot drills.....	100 linear feet.
	(c) Drilling for 6-inch cores with diamond drills.....	100 linear feet.
	(d) Drilling for 6-inch cores with shot drills.....	100 linear feet.

The quantities specified in the above schedule are given only as a basis for the uniform comparison of bids, and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same. It is expected that the work required under the contract may amount to about twenty-one thousand dollars (\$21,000). The Commission reserves the right, however, as stated in the contract, to increase or to diminish or to omit entirely any of the quantities of items given in the above schedule.

A fuller description of the work and other requirements, provisions, details and specifications are given in the Information for Contractors and in the form of contract. Copies of the Information for Contractors and of the forms of contract, bond and contractor's proposal may be had on application at the office of the Commission.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, New York City, until the 10th day of July, 1914, at twelve fifteen (12:15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

New York, June 27, 1914.

PUBLIC SERVICE COMMISSION FOR THE
FIRST DISTRICT

By EDWARD E. McCALL, *Chairman.*

TRAVIS H. WHITNEY, *Secretary*

INFORMATION FOR CONTRACTORS

LAND AND RIVER BORINGS

The Public Service Commission for the First District (herein after called the "Commission"), invites proposals to make borings along the lines of proposed rapid transit railroad routes as they may be needed and ordered:

Proposals
Invited

IN THE BOROUGHS OF MANHATTAN, BROOKLYN, QUEENS AND BRONX AND IN THE EAST RIVER.

The locations of the proposed borings will be indicated on drawings to be furnished as the borings are required.

Locations

Land borings are to be carried generally to the subgrade of the railroad, but they may be extended to a greater depth. If rock is encountered a penetration of fifteen (15) feet may be required. For elevated railroads it is expected that the borings will not, as a rule, exceed about fifteen (15) feet in depth although they may be extended to a greater depth if it is thought advisable.

Depth

For river work the borings will be carried at least to the subgrade of the proposed tunnels, and, if the nature of the material indicates that it is advisable, they may be extended to a greater depth. If the results at any point indicate the advisability of changing the line of the proposed tunnel, borings along that line may be abandoned and additional borings required along other lines. The rules and regulations of the War Department and of the Superintendent of Anchorages shall be observed, and the Contractor shall assume all risks for accidents of whatever nature that may occur during the progress of the work. In the East River the tide and traffic conditions make borings difficult and hazardous. The Contractor must be prepared to carry out his work under the conditions to be met and to maintain a satisfactory rate of progress.

River work

United States
Government
regulations

The Commission will furnish the necessary permits, except blasting permits, at the Contractor's expense. The Contractor shall pay for water used and for the water inspectors required by the Department of Water Supply, Gas and Electricity.

Permits

The attention of bidders is called to the permit of the United States War Department and to the requirement therein that an inspector, to be appointed by the Engineer Office of the United

United States
Government
inspector

INFORMATION FOR CONTRACTORS

States Army in charge of the improvement of the East River, shall be stationed on the scows during the work of making the river borings. The salary of such inspector, which will not exceed \$100 per month, is to be paid by the Contractor and secured by the deposit of a certified check and must be allowed for in the bid.

Examination by bidders

Bidders must examine the form of contract and specifications and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

Contract, drawings and specifications

A fuller description of the work to be done and other requirements, provisions, details and specifications are given in the form of contract and specifications. Copies of the form of contract, specifications, bond and contractor's proposal may be had on application at the office of the Commission, No. 154 Nassau Street, Borough of Manhattan, New York City. The Information to Contractors, form of contract and specifications, bond and contractor's proposal are to be deemed a part of the Invitation.

Payments

Partial payments to the Contractor will be made monthly as the work proceeds as provided in the form of contract.

Commencement and completion of work

The Contractor will be required to begin work within ten (10) days after the date he is ordered to make any borings and must complete the work as soon as practicable and within a period of three (3) months from the date he is ordered to make any borings, unless such period be extended as provided in the form of contract.

Receipt of bids

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, New York City, until the 10th day of July, 1914, at twelve fifteen (12:15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Form of proposals

Proposals must be in the form prescribed by the Commission.

Engineer's estimate

The following is a statement, based upon the estimate of the Chief Engineer of the Commission, of the quantities of the various classes of the work and of the nature and extent as near as practicable of the work required.

STATEMENT OF APPROXIMATE QUANTITIES

LAND BORINGS

- Item 1. (a) Sinking 2½-inch casing, Borough of Manhattan.....1,000 linear feet.

INFORMATION FOR CONTRACTORS

- (b) Sinking 2½-inch casing, Boroughs of Brooklyn, Queens and Bronx.....1,000 linear feet.
 - (c) Sinking 8-inch casing, Borough of Manhattan.....1,000 linear feet.
 - (d) Sinking 8-inch casing, Boroughs of Brooklyn, Queens and Bronx1,000 linear feet.
- Item 2. (a) Drilling for 1-inch cores with diamond drills..... 100 linear feet.
- (b) Drilling for 1-inch cores with shot drills..... 100 linear feet.
 - (c) Drilling for 6-inch cores with diamond drills..... 100 linear feet.
 - (d) Drilling for 6-inch cores with shot drills..... 100 linear feet.

RIVER BORINGS

- Item 3. (a) Sinking casing for 1¾-inch cores 300 linear feet.
- (b) Sinking casing for 6-inch cores.. 300 linear feet.
- Item 4. (a) Drilling for 1¾-inch cores with diamond drills..... 100 linear feet.
- (b) Drilling for 1¾-inch cores with shot drills..... 100 linear feet.
 - (c) Drilling for 6-inch cores with diamond drills..... 100 linear feet.
 - (d) Drilling for 6-inch cores with shot drills..... 100 linear feet.

The quantities specified in the above **Schedule** are given only as a basis for the uniform comparison of bids, and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same. It is expected that the work required under the contract may amount to about twenty-one thousand dollars (\$21,000). The Commission reserves the right, however, as stated in the contract, to increase or to diminish or to omit entirely any of the quantities of items given in the above **Schedule**.

Quantities approximate only

INFORMATION FOR CONTRACTORS

Submission of proposals

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Making Land and River Borrowings*" and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a certified check for one thousand dollars (\$1000) payable to the order of the Comptroller of the City and drawn upon a national or state bank or trust company satisfactory to the Commission and having its principal office in New York City. **Such check must not be enclosed in the envelope containing the proposal.**

No unbalancing

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No withdrawal

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

Award

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Contract signed

A bidder whose proposal shall be accepted shall, in person or by duly authorized representative, attend at the said office of the Commission within five (5) days after the delivery of a notice by the Commission that his proposal is accepted, and such bidder shall then deliver a contract in the form referred to, duly executed and with its execution duly proved.

Bond

At the time of the delivery of the contract, the Contractor will be required to furnish security to the City by depositing a bond or cash in the sum of five thousand dollars (\$5,000). The Contractor's bond must be in the form annexed to the form of contract.

Retained percentage

In addition and as further security to the City, ten per centum (10%) of the amounts certified from time to time to be due to the Contractor will be retained until the work is fully completed and accepted.

Sureties

Bidders shall state in their proposals whether they desire to deposit a bond or cash. In case the sureties named in the proposal are not approved by the Commission, the bidder naming such sureties will be required within five (5) days after notice of such disapproval or within such further period, if any, as may be

INFORMATION FOR CONTRACTORS

prescribed by the Commission to substitute the names of other sureties approved by the Commission.

Deposits made by bidders whose proposals are not accepted will be returned within three (3) days after the contract is executed and delivered and its provisions in respect of the bond or deposits are complied with, unless all proposals shall be rejected, in which event such deposits will be returned within three (3) days after such rejection. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

Deposits
returned

The right to reject any and all bids is reserved.

New York,

PUBLIC SERVICE COMMISSION FOR THE
FIRST DISTRICT

By EDWARD E. McCALL, *Chairman*

TRAVIS H. WHITNEY, *Secretary*

BORINGS FOR RAPID TRANSIT RAILROADS

CONTRACT

Agreement made this day of , 1914
between THE CITY OF NEW YORK, hereinafter called the City,
acting by the PUBLIC SERVICE COMMISSION FOR THE FIRST DIS-
TRICT, hereinafter called the Commission, party of the first part,
and

hereinafter called the Contractor, part* of the second part.

WHEREAS the Commission in behalf of the City has invited
contractors to submit to the Commission proposals for making
this contract; and

WHEREAS the Contractor has thereupon duly submitted to the
Commission a proposal, which has been accepted;

NOW, THEREFORE, in consideration of the mutual covenants
and agreements hereinafter contained, the parties do hereby, the
City for itself and its successors, and the Contractor for†
and assigns

Agree each with the other as follows:

* Here insert *y* or *ies*, as the case may be.

† Here insert, if a corporation, *itself, its successors*; if a single indi-
vidual, *himself, his executors, administrators*; if several individuals,
themselves jointly and severally, and their and each of their executors,
administrators.

CHAPTER I

GENERAL PROVISIONS AND DEFINITIONS

Outline of
contract

ARTICLE I. The Contractor agrees to make the land and river borings hereinafter described together with all work necessary therefor or incidental thereto. The City agrees to pay to the Contractor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

Marginal
notes, etc.

ARTICLE II. Titles, headings, running headlines and marginal notes are printed hereon merely for convenience and shall not be deemed to be any part of this contract for any purpose whatever.

Definitions
of words

ARTICLE III. The following words and expressions used in this contract shall, except where by the context it is clear that another meaning is intended, be construed as follows:

"City"

(1) The word "City" to mean The City of New York and any other corporation or division of government to which the ownership, rights, powers and privileges of The City of New York under the Rapid Transit Act shall hereafter come, belong or appertain.

"Commission"

(2) The word "Commission" to mean the Public Service Commission for the First District and any other board, body, commission, official or officials to which or to whom the powers now belonging to the said Commission in respect of the location, construction, equipment, maintenance and operation of rapid transit railroads under the provisions of the Rapid Transit Act shall, by virtue of any act or acts, hereafter pass or be held to appertain.

"Contractor"

(3) The word "Contractor" to mean the part* of the second part to this contract and†

and
any and every person or corporation who or which shall at any time be liable in the place or for the part of the second part to perform any obligations under this contract assumed by

* Here and in like blanks hereafter insert *y* or *ies*, as the case may be.

† Here insert, as the case may be, either *its successors* or *his executors, administrators and assigns*, or *their executors, administrators and assigns*.

GENERAL PROVISIONS AND DEFINITIONS

the part of the second part. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "she," "it" and "they;" the word "him" shall include "her," "it" and "them"; and the word "his" shall include "her," "its" and "their."

(4) The word "Comptroller" to mean the Comptroller of the City and the officer or board to whom or to which his powers now existing under the Rapid Transit Act shall come to appertain. "Comptroller"

(5) The word "Engineer" to mean the Chief Engineer of the Commission or his duly authorized representative and any successor or successors duly appointed or any deputy or substitute for him who shall be appointed by the Commission or by its authority. "Engineer"

(6) The words "New York" to mean the City of New York according to its boundaries at the date of this contract. "New York"

(7) The word "notice" to mean a written notice. "Notice"

(8) The words "directed," "required," "permitted," "ordered," "designated," "prescribed" or words of like import, used in the specifications or upon the drawings, to mean, respectively, the direction, requirement, permission, order, designation or prescription of the Engineer, and similarly the words "approved," "acceptable," "satisfactory" or words of like import, used in the specifications or upon the drawings, to mean, respectively, approved by, or acceptable or satisfactory to, the Engineer. "Direction, etc."

(9) The word "Works" to mean all the matters and things herein agreed to be furnished or done by or on the part of the Contractor. "The Works"

ARTICLE IV. The Contractor hereby designates room number on the floor of the building number in the Borough of Legal address of Contractor

in the City of New York as the place where all notices, directions and other communications to the Contractor may be served, mailed or delivered. The delivering at the aforesaid place or depositing in a postpaid wrapper directed to the aforesaid place, in any post-office box regularly maintained by the Post-office Department, of any notice, direction or other communication to the Contractor shall be deemed to be sufficient service thereof upon

GENERAL PROVISIONS AND DEFINITIONS

the Contractor as of the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commission. Service of any notice, direction or other communication may also be made upon the Contractor personally or if the Contractor be a corporation, upon any officer or director thereof.

Contractor responsible for acts of subcontractor's employees

ARTICLE V. If the Contractor shall cause any part of this contract to be performed by a subcontractor, the provisions of this contract shall apply to such subcontractor and his officers, agents and employees in all respects as if he and they were employees of the Contractor; and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all acts and negligence of the subcontractor, his officers, agents and employees as if they were employees of the Contractor. The employees of the subcontractor shall be subject to the same provisions hereof as employees of the Contractor; and the work and materials furnished by the subcontractor shall be subject to the provisions hereof as if furnished directly by the Contractor.

Commission may disapprove subcontractor

ARTICLE VI. The Contractor, before making any subcontract of the work, shall state in writing to the Commission the name of the proposed subcontractor, the portion of the work which such subcontractor is to do or the materials which such subcontractor is to furnish, the place of business of such subcontractor and such other information as the Commission may require. The Commission shall have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved of by the Commission.

Substitute for Chief Engineer

ARTICLE VII. Any engineer substituted by the Commission in place of the Chief Engineer during the absence, illness or disability of the Chief Engineer or when the Commission shall so determine shall, during his official connection, have all the power and authority of the Chief Engineer and in all respects be recognized as such Chief Engineer.

Contractor not to assign, sublet, etc.

ARTICLE VIII. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his

GENERAL PROVISIONS AND DEFINITIONS

right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

ARTICLE IX. The Contractor agrees to comply with the provisions of the Labor Law, including Section Three thereof as re-enacted by Chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work contemplated by this contract or upon any material to be used upon or in connection therewith, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City, where the work hereby contemplated, about or in connection with which such labor is performed, in its final or completed form is to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by

Labor Law

GENERAL PROVISIONS AND DEFINITIONS

any sub-contractor or other person on, about or upon the work contemplated by this contract, shall receive such wages herein provided for. This contract shall be void and of no effect, unless the Contractor shall comply with the provisions of this section. In obedience to the requirements of Section Fourteen of the Labor Law it is further provided that if the provisions of the said Section Fourteen are not complied with, this contract shall be void.

Changes in
the contract

ARTICLE X. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond; but this provision shall not limit or affect the right to prescribe changes and variations as in this contract elsewhere provided.

Members of
Commission
not liable

ARTICLE XI. No claim shall be made by the Contractor against any member, officer, agent or employee of the Commission personally under or by reason of this contract or any of its articles or provisions or of anything ordered or required hereunder.

CHAPTER II

WORK TO BE DONE, PRICES, ETC.

ARTICLE XII. The Contractor shall furnish all the labor and materials, plant, power, tools, appliances and supplies necessary or proper for performing and completing the work of making the borings in the manner and within the time hereinafter specified. He shall complete the borings and do all work and furnish all labor and materials in and about the making of the borings to the satisfaction of the Commission and in accordance with this contract and the specifications and at the prices herein agreed upon and fixed therefor.

ARTICLE XIII. The City will pay and the Contractor shall receive in full compensation for making the land and river borings and for performing and completing the Works and for all expense in connection therewith or incidental thereto, including the furnishing of all labor, materials, plant, power, tools, appliances and supplies, and for all loss and damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the prices contained in the Schedule of Unit Prices following, to wit:

SCHEDULE OF UNIT PRICES

LAND BORINGS

Item 1. For sinking casing, being all such work as is called for under this contract, including the furnishing of all labor, materials and appliances required and necessary to do the work, per linear foot, as follows:

(a) For 2½-inch casing, Borough of Manhattan, the sum of
dollars (\$).

(b) For 2½-inch casing, Boroughs of Brooklyn, Queens and Bronx, the sum of
dollars (\$).

(c) For 8-inch casing, Borough of Manhattan, the sum of
dollars (\$).

(d) For 8-inch casing, Boroughs of Brooklyn, Queens and Bronx, the sum of
dollars (\$).

Item 2. For drilling for cores, being all such work as is called for under this contract, including the furnishing of all labor, materials and appliances required and necessary to do the work, per linear foot, as follows:

(a) For 1-inch cores with diamond drills, the sum of
dollars (\$).

(b) For 1-inch cores with shot drills, the sum of
dollars (\$).

(c) For 6-inch cores with diamond drills, the sum of
dollars (\$).

(d) For 6-inch cores with shot drills, the sum of
dollars (\$).

RIVER BORINGS

Item 3. For sinking casing for cores, being all such work as is called for under this contract, including the furnishing of all labor, materials and appliances required and necessary to do the work, per linear foot, as follows:

(a) For 1¾-inch cores, the sum of
dollars (\$).

(b) For 6-inch cores, the sum of
dollars (\$).

SCHEDULE OF UNIT PRICES

Item 4. For drilling for cores, being all such work as is called for under this contract, including the furnishing of all labor, materials and appliances required and necessary for doing the work, per linear foot, as follows:

- (a) For 1 $\frac{3}{8}$ -inch cores, with diamond drills, the sum of
dollars (\$).
- (b) For 1 $\frac{3}{8}$ -inch cores with shot drills, the sum of
dollars (\$).
- (c) For 6-inch cores with diamond drills, the sum of
dollars (\$).
- (d) For 6-inch cores with shot drills, the sum of
dollars (\$).

QUANTITIES

Quantities
only for
purpose of
comparing bids

ARTICLE XIV. *The estimated quantities of the various classes of work to be done and materials to be furnished under this contract specified in the Contractor's Proposal are only for the purpose of comparing, on a uniform basis, the bids offered for the Works; and neither the City nor the Commission nor any member of the Commission is to be held responsible that any of the said estimated quantities shall be found even approximately correct; and the Contractor expressly agrees, as one of the main considerations moving to the City, that he shall not make or have any claim for damages or for anticipated profit or for loss of profit or otherwise because of any difference between the quantities of the various classes of work actually done and the estimated quantities of items stated in the Contractor's Proposal or because of the entire omission of any of the quantities of items stated in the Contractor's Proposal.*

Quantities
may be
changed

ARTICLE XV. *The Commission expressly reserves the right to increase or diminish to any extent the quantities specified in the Contractor's Proposal or any of them or to omit entirely any one or more of the different classes of work shown in the Schedule without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for the items of the different classes of work shown in the Schedule, the Contractor expressly agreeing, as one of the main considerations moving to the City, to perform such classes and such quantities of the work shown in the Schedule as and when the Engineer may direct for the prices stipulated in the Schedule.*

Contractor
bound to
complete in
best manner

ARTICLE XVI. The Contractor shall complete all work in accordance with the specifications and according to the other provisions of this contract and within the time specified in this contract in the most workmanlike manner and with the highest regard to the safety of life and property and according to the directions given by the Engineer.

Best
machinery,
etc., to be
used

ARTICLE XVII. The Contractor shall furnish of the best description all labor, materials, plant, tools, appliances and supplies necessary to complete all work covered by the specifications and provisions of this contract.

INSPECTION

ARTICLE XVIII. The Commission contemplates, and the Contractor approves, the most thorough and minute inspection at all times by the Commission and its Engineer and by their representatives or subordinates of all work to be done and of all materials to be furnished under this contract. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all errors or variations from the requirements of this contract; but no omission on the part of the Commission or its Engineer or any of their representatives or subordinates to point out such errors or variations shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor from his obligations according to the terms of this contract.

Inspection

ARTICLE XIX. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates and to any person designated by the Commission or its Chairman all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and his assistants and subordinates and all persons bearing the authorization of the Commission or its Chairman shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place.

Contractor to afford facilities for inspection

ARTICLE XX. No inspection or acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any other part of the Works.

No acceptance to obviate the necessity for sound work, etc.

ARTICLE XXI. To prevent disputes and litigations, the Engineer shall in all cases determine the classification for payment and the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be performed or furnished under this contract, shall determine every question in relation to the Works and the performance thereof and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question touching this contract shall

Engineer's determination

to be final upon Contractor

arise between the parties hereto, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to explain specifications

ARTICLE XXII. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

Contractor to obey directions

The Contractor shall promptly obey and follow every direction which shall be given by the Engineer, including any direction which the Engineer shall give by way of withdrawal, modification or reversal of any previous direction given by him.

Contractor has examined specifications, etc.

ARTICLE XXIII. The Contractor hereby represents that prior to the execution of this contract he has read each and every article and section of this contract and of the specifications and has had full opportunity to consider the same and to make necessary investigations relating thereto; and he shall not make any claim for, or have any right to, damages or an extension of time for completion of the Works or any other concession because of any misinterpretation or misunderstanding of this contract or of the specifications or because of any lack of information.

Specifications do not include all requirements

ARTICLE XXIV. The specifications do not include all requirements, but are requirements in addition to those elsewhere given or provided in this contract. The specifications and the other provisions of this contract are intended to be explanatory of one another. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the decision or explanation of the Engineer shall be final and conclusive.

If in the specifications or in this contract any matter or thing requisite be not indicated, nevertheless the same is deemed to be included and the Contractor shall do or furnish the same as part of the work hereunder.

CHAPTER III

SPECIFICATIONS

GENERAL SECTIONS

SECTION 1. There are to be two classes of borings under this contract—Land Borings and River Borings. Classes of borings

SECTION 2. The work to be done under this contract consists of making borings along the lines of proposed rapid transit railroad routes as they may be needed and ordered: Work to be done

IN THE BOROUGHS OF MANHATTAN, BROOKLYN, QUEENS AND BRONX AND IN THE EAST RIVER.

SECTION 3. Drawings will be issued to the Contractor by the Engineer from time to time as the borings are needed, giving the approximate location of same. Such drawings may be altered and changed or withdrawn by the Engineer or new drawings substituted therefor by him at any time. Drawings

SECTION 4. The work at all times shall be conducted under the supervision and direction of the Engineer. Every facility and assistance shall be given by the Contractor to the Engineer to note and obtain knowledge of each and every occurrence in the process of boring which will help to determine the character or change in character of the rock or other material penetrated, and ample opportunities and facilities shall also be given the Engineer for correctly determining the depth of each boring. The Contractor shall not remove the pipes or apparatus or do anything to render it difficult or impracticable for the Engineer to determine satisfactorily the depth to which each hole has been sunk and the character of the material passed through. Supervision of work

SECTION 5. Orders and directions may be given orally by the Engineer to, and shall be received and promptly obeyed by, the Contractor or his representative or any superintendent, overseer or foreman of the Contractor who may have charge of the particular work in relation to which the orders or directions are given, and a confirmation in writing of such orders or directions will be given to the Contractor by the Engineer if so requested. Orders

SPECIFICATIONS

The Contractor or his duly authorized representative shall be present at all times on the work to receive orders and directions from the Engineer.

Hours during
which work
may be
prosecuted

SECTION 6. The land borings may be carried on between 7 A. M. and 11 P. M. if the machines used by the Contractor do not create sufficient noise to cause complaints from the residents in the vicinity where the machines are working. If, in the opinion of the Engineer, the machines are too noisy, the work shall be prosecuted between 7 A. M. and 7 P. M. The Contractor may carry on the river work at such hours as may be deemed most advantageous.

Records of
borings

SECTION 7. An accurate record shall be kept by the Contractor of all material penetrated, as well as of the depth of each boring; samples of the materials penetrated shall be taken by the Contractor in the manner directed by the Engineer and as frequently as will indicate each and every change in their character; the samples shall be preserved by the Contractor in suitable receptacles furnished by him. These receptacles shall be numbered and marked by the Contractor so as to be readily identified and shall be delivered by the Contractor at the office of the Engineer.

Receptacles
for samples

SECTION 8. The receptacles for samples of all materials other than rock cores shall be glass bottles similar to samples in the office of the Engineer to be shown the Contractor on application; the receptacles for cores of rock shall be suitable pine boxes partitioned so that the cores for each boring can be kept separate. The rock cores shall be carefully handled so they will not be destroyed or injured, and great care shall be taken to recover as large a percentage of the cores as possible.

Rock cores

Records of
seams or
fissures in
rock

SECTION 9. Should it be impracticable at any depth of the rock to obtain a core, or should a seam or soft disintegrated rock be encountered, particular care shall be taken to obtain accurate samples of the material and the correct measurements of the depth for which no core is obtainable.

Core borings,
how made

SECTION 10. Whenever ledge rock is encountered, a drill shall be used to furnish a core of the specified size, the hole being drilled to the depth ordered. The borings are to be made with

SPECIFICATIONS

a diamond drill or by the chilled shot method as the Engineer shall in each case determine.

SECTION 11. Blasting with small charges will be allowed for the removal of a boulder or other obstruction which cannot be conveniently removed otherwise. All necessary precautions must be exercised by the Contractor as required by the ordinances of the City relative to blasting, including the obtaining of such permits as may be necessary. Blasting

SECTION 12. The borings shall be made at locations as finally determined by the Engineer and shall be carried to the depths required by the Engineer. The Contractor shall give the Engineer the assistance necessary to fix the locations and shall devise and adopt means of maintaining the correct locations when once established. Engineer to give location

SECTION 13. Should the pipes or apparatus be removed or should the hole be abandoned without the permission of the Engineer or during his absence or before the location of the hole and its depth be determined by him or should a boring be started but for any reason not carried to the depth required by the Engineer, no payment will be made for the uncompleted hole, except as specified in Section No. 36. No payment for abandoned holes

SECTION 14. The Commission will obtain the necessary permits, including those for the river borings, but not including blasting permits, from the authorities in charge, but the Contractor shall be responsible for carrying out the work in accordance with the provisions of such permits and shall pay all charges in connection with the obtaining or issuing of permits and the performance of the work. A copy of the permit issued by the War Department to the Commission for making borings in the East River is annexed hereto and made a part hereof, and the Contractor is bound by all the terms and conditions thereof and is required carefully to comply therewith. Permits, etc.

The Contractor shall keep himself fully informed of and carry out all laws and municipal and federal ordinances and regulations in any manner affecting those engaged or employed in the work or the appliances used in the work or in any way affecting the conduct of the work and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

SPECIFICATIONS

Rules of War
Department,
etc., to be
observed

SECTION 15. For all river work the rules and regulations of the War Department and of the Superintendent of Anchorages shall be observed, and the Contractor shall assume all risks for accidents of whatever nature that may occur during the progress of the work. In the East River the tide and traffic conditions make borings difficult and hazardous. The Contractor must be prepared to carry out his work under the conditions to be met and to maintain a satisfactory rate of progress. All operations of the Contractor shall be carried on so as to cause as little hindrance as possible to navigation or to the use of adjacent docks or piers. The work outside of the pier-head lines shall be carried on from floating scows or barges only, and not more than one scow or barge will be allowed on any one line at one time. A Government inspector, at a salary of not more than one hundred dollars (\$100) per month to be paid by the Contractor, will be assigned to the river work. The Contractor shall pay the salary of such inspector. A certified check shall be furnished by the Contractor and deposited with the proper Government official as security, as provided in the annexed permit of the War Department.

Difficult river
work

Transportation
of Engineer

SECTION 16. The Contractor shall furnish a suitable tug, launch or other boat for the use of the Engineer at all times when operations are being carried on in the East River. The tug or launch shall be available to transport any employee of the Commission between the shore and the point or points at which work is being carried on. No direct payment shall be made for furnishing this transportation, but it is understood that compensation for the same is included in the prices stipulated in Schedule Items 3 and 4.

Land borings

SECTION 17. The land borings will include all holes except those bored from floating barges or scows furnished by the Contractor over the East River. Holes bored from piers will be considered land borings. Land borings are to be carried generally to the subgrade of the proposed tunnel, but they may be required to be extended to a greater depth. If rock is encountered, a penetration of fifteen (15) feet may be required. In the sections for elevated railroads it is expected that the borings will not, as a rule, exceed about fifteen (15) feet in depth, though they may be required to be extended if the Engineer deems it advisable.

SPECIFICATIONS

SECTION 18. For river work it is expected that the borings will be carried at least to the subgrade of the proposed tunnels, and, if in the opinion of the Engineer the nature of the material indicates that it is advisable, they may be required to be extended to a greater depth. If the results at any point indicate in the opinion of the Engineer the advisability of changing the line of the proposed tunnel, borings along that line may be abandoned and additional borings may be required along other lines.

River borings

SECTION 19. Should the Engineer decide to omit the holes at any of the points indicated on the drawings furnished, such holes shall be omitted by the Contractor, but the omission of any holes by order of the Engineer shall not be construed to be an improper curtailment of the work covered by this contract or the benefits accruing therefrom, and the Contractor will not ask, claim or sue for any damage or loss of prospective profits by reason of such omissions.

Holes indicated on drawings may be omitted

SECTION 20. The depth of each boring for which payment is to be made under this contract shall be determined by the Engineer, by measurement as provided elsewhere.

Depth of boring

SECTION 21. The Contractor shall pay all charges for water used or wasted and for hydrant inspection by Inspectors of the City Water Department, the cost of same being deemed to be included in the prices paid for the various items.

Charges for water and hydrant inspection

SECTION 22. On the completion and measurement of each and every boring the Contractor shall promptly remove all plant, casing, boats, staging and other materials that may have been used in connection with the work; and in the case of borings on land he shall promptly restore the surface of the ground, pier, street or sidewalk to its original condition.

Removal of plant, etc.

LAND BORINGS
SINKING 2½-INCH AND 8-INCH CASING

Item 1

Description

SECTION 23. Schedule Item 1 includes all the land borings in the Boroughs of Manhattan, Brooklyn, Queens and Bronx, to be made under this contract in so far as these borings may pass through earth or other materials, including boulders, until ledge rock is reached (or until the boring is completed, if ledge rock is not encountered.)

Records and samples

SECTION 24. An accurate record shall be kept by the Contractor of all materials passed through. The samples obtained by washing the material from the interior of the casing will, in general, be considered satisfactory. Care must be taken to obtain samples which represent as accurately as possible the materials penetrated, and at times dry samples may be required. The samples shall be taken in the manner directed and as frequently as ordered.

Measurement for sinking casings

SECTION 25. The measurement for payment for sinking casing shall be from the surface of the ground, pavement, sidewalk or pier floor to the bottom of the completed hole in case ledge rock is not encountered, or to the point at which ledge rock is encountered in case ledge rock is reached before the casing is sunk to the required depth.

Payment for sinking casings

SECTION 26. Payment for sinking 2½-inch and 8-inch casing shall be made at the prices stipulated in Schedule Item 1, which prices shall include all labor and material necessary to furnish and sink the casing in place; obtaining, preserving, marking and delivering samples of materials penetrated; preparing the holes ready for drilling into the rock, if such drilling is required; removing the casing after the rock has been bored to the depth directed; replacing street surfaces, pavements, curbing, sidewalks and piers and repairing any damage that may have been caused either to private or public property; the cost of all water used; and the cost of hydrant inspection.

LAND BORINGS

DRILLING FOR 1-INCH AND 6-INCH CORES

Item 2

SECTION 27. The sizes of core required are one (1) inch and six (6) inches in diameter. The Contractor will be allowed to furnish cores of a greater diameter than the size required if he so desires, but the price paid shall be that specified for cores of the diameter called for.

Sizes of cores required

SECTION 28. The holes shall be carried into the ledge rock a sufficient depth to determine satisfactorily the character of the rock penetrated. In general, it is expected this depth will not be more than fifteen (15) feet, although, in some cases, it may be required to be extended to a greater depth.

Depth of holes

SECTION 29. The total depth of rock boring shall be measured for payment from the surface of the ledge-rock to the bottom of the completed hole.

Measurement of holes

SECTION 30. Payment for drilling for one (1) inch and six (6) inch cores shall be made at the prices stipulated in Schedule Item 2, which prices shall include all labor and material necessary to furnish, set up and operate the drilling machines, remove, mark, box, preserve and deliver the cores; all charges for water and for hydrant inspection; taking down and removing the drilling machines and cleaning up the premises occupied by such machines.

Payment for rock drilling

RIVER BORINGS
SINKING CASING FOR 1 $\frac{3}{8}$ -INCH AND 6-INCH CORES

Item 3

Description SECTION 31. Casings may be sunk for the river borings from a floating scow or barge only. The casing shall be of such size as the Contractor deems necessary to furnish the size of cores required in Schedule Item 4.

Location of holes SECTION 32. All necessary facilities and assistance must be provided by the Contractor to allow the holes to be bored within ten (10) feet of the point designated by the Engineer. The Contractor shall adopt means to maintain correct locations of holes when once established.

Measurement SECTION 33. The measurement for payment for sinking casing shall be made from mean high water (Rapid Transit datum) as established by the levels of the Engineer to ledge-rock, or to the bottom of the completed hole if ledge-rock is not encountered.

Payment for sinking casings SECTION 34. Payment for sinking casing shall be made at the prices stipulated in Schedule Item 3, which prices shall include all labor and material necessary to furnish and sink the casing in place; obtaining, preserving, marking and delivering samples of materials penetrated; preparing the hole for boring into rock; removing the casing after the hole has been bored and removing all other obstructions in the water; and the payment of the salary of the Government inspector as elsewhere provided.

DRILLING FOR 1 $\frac{3}{8}$ -INCH AND 6-INCH CORES

Item 4

Description SECTION 35. For river borings one and three-eighths (1 $\frac{3}{8}$) inch and six (6) inch cores will be required, the borings to be made with either a diamond drill or by the shot drill method, as the Engineer shall in each case determine. In general it is expected that the borings will be carried to the subgrade of the proposed tunnels.

Lost holes SECTION 36. In river borings where rock is encountered all

RIVER BORINGS

holes lost through accident for which the Contractor is clearly not responsible shall be paid for at the prices stipulated if rock penetration is equal to fifty per centum (50%) of that called for. If the hole is lost before rock has been penetrated to a depth equivalent to fifty per centum (50%) of that required, payment shall be made only when the information obtained from such hole shall, in the opinion of the Engineer, be sufficient to warrant the payment of the amount that would be due the Contractor at the price stipulated for the work prior to the loss of the hole. All holes lost through negligence or carelessness on the part of the Contractor or his employees, as determined by the Engineer, shall not be paid for.

SECTION 37. The total depth of rock boring shall be measured for payment from the surface of the ledge rock to the bottom of the completed hole.

Measurement
for payment

SECTION 38. Payment for drilling for one and three-eighths ($1\frac{3}{8}$) inch and six (6) inch cores shall be made at the prices stipulated in Schedule Item 4, which prices shall include all labor and material necessary for furnishing, setting up and operating drilling machines; removing, marking, boxing, preserving and delivering the cores; taking down and removing machines, together with all appurtenances.

Payment for
drilling cores

APPENDIX TO SPECIFICATIONS

PERMIT OF SECRETARY OF WAR

WAR DEPARTMENT

WASHINGTON

24152

July 27, 1911

DEAR SIR:

Referring to your application of 27th ultimo, I transmit herewith, for retention, an instrument granting the Public Service Commission, First District, State of New York, permission, revocable at will by the Secretary of War, to make borings in East River, in connection with the proposed location of tunnels between New York City and Brooklyn, and to maintain in connection with such work an anchored scow or scows in the waterway, or to establish temporary staging or piles, if deemed necessary; all at location and as shown on drawings attached to the instrument, and subject to the conditions and provisions set forth therein.

Very respectfully,
(Signed) ROBERT SHAW OLIVER
Acting Secretary of War

MR. WM. R. WILLCOX, *Chairman*
Public Service Commission, First District
154 Nassau St.
New York City

(Inclosures: 81787—1 & 9—11 Engs.)

WHEREAS, By Section 10 of an act of Congress, approved March 3, 1899, entitled "An Act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," it is provided that it shall not be lawful to build or commence the building of any wharf, pier, dolphin, boom, wier, breakwater, bulkhead, jetty, or other structure in any port, roadstead, haven, harbor, canal, navigable river, or other water of the United States, outside established harbor lines, or where no harbor lines have been established, except on plans recommended by the Chief of Engineers and authorized by the Secretary of War; and it shall not

Letter of
transmittal

Act of Congress
approved
March 3, 1899

APPENDIX TO SPECIFICATIONS

be lawful to excavate or fill, or in any manner to alter or modify the course, location, condition, or capacity of, any port, roadstead, haven, harbor, canal, lake, harbor of refuge, or inclosure within the limits of any breakwater, or of the channel of any navigable water of the United States, unless the work has been recommended by the Chief of Engineers and authorized by the Secretary of War prior to beginning the same;

AND WHEREAS, THE PUBLIC SERVICE COMMISSION (for the First District), State of New York, has applied to the Secretary of War for permission to make borings in the EAST RIVER in connection with the proposed location of tunnels between New York City and Brooklyn, New York, and to maintain in connection with the work an anchored scow or scows in the waterway, or to establish temporary stagings or piles if deemed necessary; all at the location and as shown on the attached drawings; which work has been recommended by the Chief of Engineers, United States Army, subject to the conditions and provisions hereinafter embodied:

Application of
Commission

Recommendation of Chief
of Engineers

NOW, THEREFORE, This is to certify that the Secretary of War hereby gives permission, revocable at will by the Secretary of War, unto the said THE PUBLIC SERVICE COMMISSION to make borings in the EAST RIVER in connection with the proposed location of tunnels between New York City and Brooklyn, New York, and to maintain in connection with the work an anchored scow or scows in the waterway, or to establish temporary stagings or piles if deemed necessary; all at the location and as shown on said drawings; subject to the following conditions and provisions:

Permission

(1) That no piles, stagings or other constructions attached to the bottom shall be allowed outside of the pierhead lines approved by the Secretary of War.

No piles, etc.,
outside pier-
head lines

(2) That borings may be carried on from not more than three (3) scows or barges simultaneously, only one of which scows or barges shall be located on a single tunnel line, and all of which scows or barges simultaneously operating shall be located on a single up and down stream line defined by the direction of the current; *Provided*, That should the obstruction to traffic become, in the opinion of the Engineer Officer of the United States Army in charge of the improvement of the East

Not more than
three scows or
one scow on
one line

APPENDIX TO SPECIFICATIONS

River, unduly great, the number of scows to be operated simultaneously shall be reduced as he may direct.

Buoys

(3) That the boundaries of the area above the plane of 26 feet below mean low water obstructed by each scow or barge and its anchor lines shall be marked by buoys.

Lights

(4) That all floating plant and buoys shall be lighted at night to the satisfaction of said local engineer officer, and in accordance with the regulations of the Department of Commerce and Labor.

When pipes
have been set
in bottom

(5) That where pipe or other appliances for obtaining cores have been set in the bottom, the scow or barge from which set shall remain over them continuously until they are removed.

No violations
authorized

(6) That this permit is not to be construed as authorizing the violation of any government, state or municipal regulation, nor as relieving said licensee from due responsibility for damage to or by its plant.

Supervision of
Engineer
Officer of
United States
Army

(7) That the work permitted shall be subject to the supervision of the Engineer Officer of the United States Army in charge of the improvement of the East River, whose decisions with regard to the interference with navigation shall be final, and who shall have authority to suspend, at any time, the operation of this permit on the ground of failure to comply with its terms or of undue or unforeseen interference with navigation.

United States
Inspector

(8) That the United States will be represented on the work by an inspector appointed by said Engineer Officer of the United States Army in charge of the improvement of the East River, at a salary not to exceed \$100 per month, to be paid by said licensee, through the office of said local engineer officer, on bills submitted by said officer; and that, as a guarantee for the proper discharge of this obligation, said licensee shall at all times, while the work is in progress, keep on deposit with said Engineer Officer of the United States Army charged with the improvement of the East River, in the form of certified checks payable to the official order of that officer, an amount sufficient to cover the salary of the inspector during the coming three months; *Provided*, That on the completion of the work and the final discharge of said licensee's obligation with regard to the payment of the U. S. Inspector, the full amount of the security then on hand

APPENDIX TO SPECIFICATIONS

shall be returned to said licensee, it being understood that the security or any part thereof shall be disbursed by the United States only in payment of salary to the inspector on the failure of the said licensee to pay said salary on the bills rendered by the office of said Engineer Officer of the United States Army in charge of the improvement of the East River.

WITNESS my hand, this 27th day of JULY, 1911

(Signed) ROBERT SHAW OLIVER
Acting Secretary of War

CHAPTER IV

SECURITY TO BE FURNISHED BY CONTRACTOR

Contractor's
bond

ARTICLE XXV. Simultaneously with the execution and delivery of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto and entitled "**Form of Contractor's Bond,**" executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission, in the sum of five thousand dollars (\$5,000). The execution of the bond must be duly proved before the delivery of the bond in the form essential to proof to entitle a deed to record in the State of New York and full affidavits of justification of the sureties must be added. In case any of the sureties upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten (10) days after notice by the Commission to the Contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety approved by the Commission in place of the surety so insolvent or unable. If the Contractor shall fail within such ten (10) days or such further time, if any, as the Commission may grant to substitute another and sufficient surety, then the Contractor shall, if the Commission so elect, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and the Commission in addition to any and all other remedies may terminate this contract or may bring any proper suit or proceeding against the Contractor and the sureties or either of them or may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond; and the moneys so deducted shall be held by the Comptroller as collateral security for the performance of the condition of the bond.

Deposit of
cash or
securities

The Contractor may at his option deposit with the Comptroller in lieu of said bond cash equal in amount to the entire amount of the said bond. In case the Contractor shall deposit cash, the said deposit shall be security for the faithful performance by the Contractor of all the conditions, covenants and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance

and in the further case that the City shall for or by reason of such default, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense or be required to make any payment or incur or suffer any loss or damage, then the Comptroller shall, upon the requirement of the Commission, forthwith pay or apply to the use of the City the amount of such expense, payment, loss or damage out of the said deposit or out of the portion of the deposit remaining at the time. And in such case the Contractor within ten (10) days after notice from the Commission so to do shall by further deposit of money restore the said deposit with the Comptroller to the full amount originally required; and in case he shall fail to do so, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations hereunder, and the Commission, in addition to any and all other remedies, may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract such amount as may be necessary to restore the said deposit with the Comptroller to the full amount originally required; and the Comptroller shall hold the money so deducted as if part of the original deposit or as if deposited with him as aforesaid; and such amount shall in such case be deemed to have been paid to the Contractor upon this contract.

When the Contractor shall have fully completed the Works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay to the Contractor the said deposit or so much thereof as shall not be reserved, or shall not have been used or applied, for any of the purposes herein mentioned.

On completion
of Works

ARTICLE XXVI. In addition there shall be deducted ten per centum (10%) of the amounts certified from time to time to be due to the Contractor which shall be held as further security for the faithful performance by the Contractor of all the conditions, covenants and requirements specified and provided for in this contract.

Retained
percentages

CHAPTER V

PAYMENTS TO CONTRACTOR

Partial
payments

ARTICLE XXVII. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the work progresses, but not more often than once a month, make in writing an estimate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials furnished by the Contractor according to the terms of this contract, provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the work done and materials furnished since the Contractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials furnished since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials furnished since the last preceding estimate amounts to less than five hundred dollars (\$500).

Estimates

Not by strict
measurement

ARTICLE XXVIII. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

Vouchers

ARTICLE XXIX. Upon each such estimate being made and certified in writing to the Commission, the Commission shall prepare and certify a voucher for ninety per centum (90%) of the amount stated in such estimate or certificate to be the value of the work done and materials furnished, and the City shall within thirty (30) days after the date of the certification of such voucher by the Commission pay the same; provided, however, that the City may at all times reserve and retain from said partial payments, or any of them, in addition to the ten per centum (10%) above mentioned to be retained and reserved, any sum or all sums which by the terms hereof or of any law of the State of New York it is or may be authorized to reserve or retain.

PAYMENTS TO CONTRACTOR

ARTICLE XXX. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part and no further work shall be required of him hereunder, the Engineer shall so certify in writing to the Commission and in his certificate shall state from actual measurements the whole amount of work done by the Contractor and also the value of such work under and according to the terms of this contract. On the expiration of forty (40) days after the acceptance by the Commission of the work herein agreed to be done by the Contractor and the filing of a certificate of the completion and acceptance of the work in the office of the Comptroller signed by the Engineer and the Commission, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the last-mentioned certificate all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract and also any sum or all such sums of money as by the terms hereof the City is or may be authorized to reserve or retain; provided, that nothing herein contained shall be construed to affect the right, hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work, should the said certificate be found or known to be inconsistent with the terms of this contract or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor or of the measurements upon which it is based.

Final estimate

ARTICLE XXXI. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXIX in the case of partial payment, or Article XXX in the case of final payment, the City shall pay the Contractor interest on such amount at the rate of four and one-half per centum ($4\frac{1}{2}\%$) per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. The term for which interest shall be paid shall be reckoned, in the case of a partial payment from the thirtieth day after the certification of such voucher by the Commission, and in the case of a final payment from the fortieth day after

Interest on
delayed
payments

PAYMENTS TO CONTRACTOR

the acceptance of the work by the Commission, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance. If interest shall become due on any partial payment, the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment, it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller for payment in the usual manner.

No estoppel

ARTICLE XXXII. The City shall not nor shall any department or officer thereof be precluded or estopped by any return or certificate made or given by the Commission, any Engineer or other officer, agent or appointee thereof under any provision of this contract from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular or that the work and materials or any part thereof do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No waiver

ARTICLE XXXIII. Neither the acceptance by the Commission or its Engineer or any of its employees nor any order, measurement or certificate by the Engineer nor any order by the Commission for payment of money nor any payment for, nor acceptance of, the whole or any part of the work by the Engineer or the Commission nor any extension of time nor any possession taken by the Commission or its employees shall operate as a waiver of any portion of this contract or of any power herein reserved to the Commission or of any right to damages herein provided; nor shall any waiver of any breach of this

PAYMENTS TO CONTRACTOR

contract be held to be a waiver of any other or subsequent breach.

ARTICLE XXXIV. The acceptance by the Contractor of the last payment aforesaid shall be and shall operate as a release to the City from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Commission, the City or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in this contract.

Final payment to terminate liability of City

ARTICLE XXXV. If the Contractor shall claim compensation for any damage sustained by reason of any act or neglect of the City or the Commission or their agents, he shall, within ten (10) days after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and, unless such statement shall be made as thus required, his claim for compensation may in the discretion of the Commission be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

Contractor's claims for damage

Statement of damage to be filed with engineer

ARTICLE XXXVI. If at any time before or within thirty (30) days after the whole work agreed herein to be performed has been completed and accepted by the City, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller any such notice as is described in the Lien Law, the City may retain from any moneys which would otherwise be payable to the Contractor hereunder by the City an amount or amounts sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice, until such lien shall be discharged as provided by law. If such lien shall be foreclosed according to law, then the City may pay the amount necessary to satisfy

Lien Law

PAYMENTS TO CONTRACTOR

such lien, with interest and costs, to the person entitled thereto, and such payment shall be deemed to be a payment hereunder to the Contractor by the City. If the amount or amounts so retained shall not be sufficient to satisfy such lien so foreclosed with interest and costs, the deficiency may be retained by the City out of any moneys thereafter becoming due to the Contractor hereunder.

CHAPTER VI

CONTRACTOR'S LIABILITY FOR INJURIES TO PERSONS OR PROPERTY

ARTICLE XXXVII. The Contractor expressly admits and covenants to and with the City that the specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to surface or subsurface structures or to navigation; and the Contractor will at his own expense make good any damage that shall, in the performance of the work hereunder, be done to any surface or subsurface structures or to navigation. The liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part or on the part of his agents, servants or employees and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such damage.

Contractor approves specifications, etc., as involving no damage

ARTICLE XXXVIII. The Contractor shall during the performance of the work safely maintain the traffic on streets, avenues, highways, parks, waters and other public places and shall take all necessary precautions and place proper guards for the prevention of accidents and shall put up and keep at night suitable and sufficient lights.

Traffic to be maintained

ARTICLE XXXIX. The Contractor shall be solely responsible for all physical injuries to person or property occurring on account of the work hereunder and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such injuries to person or property and from all costs and expenses in suits which may be brought against the City for such injuries to person or property; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to person or property occasioned by or resulting from the methods or process of doing the work, whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Indemnification for accidents, etc.

ARTICLE XL. In case any claim shall be made by any person or corporation against the Contractor or the City for injury or alleged injury to person or property occurring or alleged to

Money due the Contractor may be retained to meet claims

have occurred on account of the work hereunder, whether by reason of the negligence, fault or default of the Contractor or otherwise, or for any infringement or alleged infringement of patents or for any neglect, fault or default or alleged neglect, fault or default of the Contractor, the amount of such claim or so much thereof as the Commission may deem reasonable shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller out of any moneys then due or thereafter growing due to the Contractor hereunder (in addition to the other sums herein authorized to be so retained) as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a court of competent jurisdiction or such claim or claims shall have been admitted by the Contractor to be valid, the said claim or claims may be paid from the amount so retained and the balance, if any, paid to the Contractor. Should there be any unsatisfied claim or claims for injury or alleged injury to person or property occurring or alleged to have occurred on account of the work hereunder, whether by reason of the negligence, fault or default of the Contractor or otherwise, or for any infringement or alleged infringement of patents or for any neglect, fault or default or alleged neglect, fault or default of the Contractor at the time when the final voucher for the work is prepared and certified, the Commission shall have the right to retain out of the final payment and to deduct from the amount of the final voucher a sum in its judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim or claims, the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Commission may further, if in its judgment such a course is necessary or proper, at the time of preparing and certifying the final voucher and as a condition of preparing and certifying the same, require the Contractor to continue his bond or deposit or any part thereof as security against any such unsatisfied claims for a time not exceeding the time when such claim would be legally barred.

CONTRACTOR'S LIABILITY FOR INJURIES TO PERSONS OR PROPERTY

ARTICLE XLI. All risk of loss or damage to the work or to any part thereof or to any of the materials, plant, tools, appliances, supplies or other things used in doing the work prior to final completion is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the work shall be carried forward by him in accordance with this contract without additional cost to the City by reason of such loss or damage.

Damage to Works during construction

ARTICLE XLII. The Contractor shall hold himself and shall be responsible for any claims made against the City for any infringements of patents by the use of patented tools, articles or appliances in the performance or completion of the work or by the use of any process or method connected with the work or by the use of any materials used upon the work; and he shall save harmless and indemnify the City from and against all costs, expenses and damages which the City shall be obliged to pay by reason of any such infringement.

Claims for infringement of patents

CHAPTER VII

TIME FOR COMPLETION, DAMAGES FOR DELAY, ETC.

ARTICLE XLIII. Time is of the essence of this contract. The Contractor shall begin actual work within ten (10) days after the date he is ordered to make any borings and shall thenceforth prosecute the work continuously and diligently. Any work ordered done under this contract shall be completed in all respects within the shortest practicable time after the date of such order and in any event shall be completed three (3) months from the date when such work was ordered.

ARTICLE XLIV. In the event of delay in completion of any work ordered hereunder beyond the period herein prescribed therefor or beyond the period to which such time may be extended as provided in this Chapter by resolution of the Commission for good cause shown, the City shall be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the borings are a preliminary part of the construction of portions of a rapid transit railroad system and that any delay in the making of said borings may delay the construction and completion of said system, it is hereby expressly agreed that such damages shall be liquidated and paid as follows: The Contractor shall pay to the City for each and every day, except Sundays and legal holidays, that he shall be in default in completing any work ordered under this contract the sum of twenty dollars (\$20), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default. The City shall have the right to deduct such amounts from any moneys due or which may thereafter become due to the Contractor under this contract. But in case the Contractor shall be actually and necessarily delayed by reason of any labor strike not caused or instituted or provoked by the Contractor or by any subcontractor, agent or representative of the Contractor, or in case the Contractor shall be actually and necessarily delayed by any injunction or by any interference of public authority or by the suspension of the work by the Commission as provided in Article XLVI or in case the work on the East River shall be actually and necessarily delayed by storms, ice or stress of weather and in case the Contractor cannot with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so delayed, then

Commencement
and completion
of work

Prices to be
reduced for
delay

the said date for completion shall except as hereinafter provided be extended by resolution of the Commission to a date later than the expiration of the said period of three (3) months by the amount of the time of such delay as determined by the Commission.

ARTICLE XLV. But no injunction, strike or interference of public authority shall be ground for such extension unless and until the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted, and no extension shall be granted except for the delay occasioned after the giving of such notice. Nor will any extension be granted in any case unless the Contractor shall prove to the satisfaction of the Commission all the facts which entitle him to such extension. The Commission and the City or either shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained and to move to dissolve the same or otherwise, as the Commission or the City may deem proper. If necessary the Corporation Counsel or the Counsel to the Commission or both shall be authorized by the Contractor to appear for that purpose as counsel or attorneys for him.

Commission may intervene in case of injunctions

ARTICLE XLVI. The Commission reserves the right of temporarily suspending the execution of the whole or any part of any work ordered to be performed hereunder, if it shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspension other than extending the time for completing the work as hereinbefore provided as much as it may have been delayed by such suspension.

Suspension of work and additional time for performance

ARTICLE XLVII. Only the actual delay necessarily resulting from one or more of the causes above mentioned shall be ground for extension of time, and in case the Contractor shall be delayed at any time or for any period by two or more of the causes above mentioned, only one period of extension, if any, shall be granted for such delay and the Contractor shall not be entitled to a separate extension for each one of the causes so operating, it being understood that only the actual period of necessary delay, as determined by the Commission, irre-

extensions not cumulative

TIME FOR COMPLETION, DAMAGES FOR DELAY, ETC.

spective of the number of causes contributing to produce such delay, will be ground for extension of time.

Permission to
complete con-
tract not a
waiver

ARTICLE XLVIII. The permitting of the Contractor to go on and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any of such periods shall in no wise operate as a waiver on the part of the City of any of its rights under this contract.

CHAPTER VIII

REMEDIES IN CASE OF CONTRACTOR'S DEFAULT

ARTICLE XLIX. If any work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned or the work sublet by him otherwise than as herein specified, or if the Contractor shall not comply with such orders as may from time to time be given by the Commission or the Engineer with respect to the work, or if the Contractor shall violate any of the provisions or covenants of this contract or of the specifications or shall not execute the same in good faith and in accordance with the terms hereof, or if at any time the Engineer shall certify in writing to the Commission that in his opinion suitable and sufficient materials, plant, power, tools, supplies or other means of construction are not provided, or that a sufficient number of workmen are not employed, in the execution of the work under this contract, or that in his opinion the work or any part thereof is not being carried on with such skill, diligence and despatch as will insure the completion of the work within the time specified in this contract, or if any work be not fully completed within the time named in this contract for its completion or within the period to which the time for completion may be extended by the Commission or (in view of the necessity for special skill and ample financial resources in the prosecution of the work) if the Contractor shall become insolvent or bankrupt or if his property or affairs shall be put in the hands of a receiver or receivers, then and in any of such cases the Commission may upon not less than five (5) days' notice to the Contractor or upon such shorter notice as in the opinion of the Commission may be justified,

In case of
default

(1) Declare the Contractor to be in default; and the Commission may thereupon notify the Contractor, by a written notice, to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall discontinue the work or such part thereof, and the Commission shall thereupon have the right, either for the Contractor, for his account and at his risk, or otherwise as the Commission may determine, to contract for the completion of the Works or such part thereof, either with or without public advertisement, or to place such and so many persons as it may deem advisable, by contract or other-

Commission
may take
charge of
work

REMEDIES IN CASE OF CONTRACTOR'S DEFAULT

wise, to work and complete the work herein described or such part thereof, to take possession of and use any or all of the materials, plant, tools, appliances, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials, plant, tools, appliances, equipment, supplies and property for the completion of the Works or such part thereof, and to charge the expense of said labor and materials, plant, tools, appliances, equipment, supplies and property to the Contractor. The expense so charged may be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract. And the Contractor shall, upon the completion of the Works or such part thereof or from time to time during the course of the completion of the Works or such part thereof, as the Commission may require, forthwith pay to the City, with interest, the excess, if any, of the cost to the City of the completion of the Works or such part thereof over the amount payable to the Contractor for the same work and materials under the terms of this contract. And the completion of the Works or such part thereof by the Commission shall not release or discharge the Contractor from liability with respect to the remainder of the work or any other obligation or liability hereunder; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this paragraph (1), the Contractor, unless he shall have been directed to discontinue all work, shall continue the remainder of the work in conformity with the terms of this contract and in such manner as in nowise to hinder or interfere with other contractors of the Commission or with the persons or workmen employed, as above provided, by the Commission, by contract or otherwise, to do any part of the work or to complete the same under the provisions of this paragraph (1). Or

(2) Declare this contract at an end except as to the liability of the Contractor hereinafter in this paragraph provided for; and the Commission shall thereupon have the right to contract for the completion of the Works, either with or without public advertisement, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work and complete the work herein described, to take possession of and use all the materials, plant, tools, appliances, equipment, supplies and property of every kind

Or contract
for completion

REMEDIES IN CASE OF CONTRACTOR'S DEFAULT

provided by the Contractor for the performance of his work and to procure other materials, plant, tools, appliances, equipment, supplies and property for the completion of the same. And in case the expense to the City of completing the Works (including the expense of procuring such other materials, plant, tools, appliances, equipment, supplies and property) shall exceed the amount which would have been payable to the Contractor for the same work and materials under this contract if this contract had been completed by the Contractor, he shall, upon the completion of the Works or from time to time during the course of the completion of the Works as the Commission may require, pay the amount of such excess, with interest, to the City; and in case such expense shall be less than the amount which would have been payable to the Contractor for the same work and materials under this contract if this contract had been completed by the Contractor, he shall forfeit all claim to the difference. And the Contractor shall also pay to the City the amount of any claim for which the City shall be liable for injury to person or property occurring on account of any work done by the Contractor under this contract, whether by reason of the negligence, fault or default of the Contractor or otherwise, or for infringement of patents or for any neglect, fault or default of the Contractor, and shall also pay to the City the amount of any other expense which the City may incur or be liable for, and the amount of any payment which the City may be required to make, and the amount of any loss or damage which the City may incur or suffer, by reason of any neglect, fault or default of the Contractor. And

(3) The City may also proceed as to the Commission shall seem proper upon the bond or other security in its possession. And

Or proceed upon bond

(4) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any other relief or for any other purpose proper under this contract.

Or may bring suit

ARTICLE L. In case the Commission shall by contract or otherwise complete the Works or any part thereof under the provisions of Article XLIX, the Engineer, upon the completion of the Works or such part thereof or at any time thereafter upon

Engineer's certificate of expense

REMEDIES IN CASE OF CONTRACTOR'S DEFAULT

demand in writing by either party hereto or from time to time during the course of the completion of the Works or such part thereof upon demand by the Commission, shall certify to the amount of the expense incurred by the City in the completion of the Works or such part thereof, and said certificate shall be final and conclusive and admissible in evidence against the Contractor in any litigation arising or growing out of this contract.

City may use
all remedies

ARTICLE LI. The City may avail itself of each and every remedy herein specifically given to the City or now or hereafter existing at law or in equity or by statute, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Commission, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy, except that no two inconsistent remedies shall be exercised at the same time.

TESTIMONIUM

In witness whereof, this contract has been executed for THE CITY OF NEW YORK by the PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT under and by virtue of a resolution duly adopted by the Commission and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman, and the CONTRACTOR has * [hereunto set hand and seal] [caused corporate seal to be hereto affixed and these presents to be executed by proper officers] the day and year first above written.

THE CITY OF NEW YORK
By the
PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT
By

Chairman

Attest

Secretary

* If the contractor is an individual, use the words enclosed in the first bracket; if a corporation, use the words enclosed in the second bracket.

ACKNOWLEDGMENT FOR COMMISSION

STATE OF NEW YORK }
County of New York } ss.:

On the day of 1914, before me personally appeared Edward E. McCall, and Travis H. Whitney, to me known and known to me to be, the said Edward E. McCall, the Chairman, and the said Travis H. Whitney, the Secretary of the Public Service Commission for the First District; and the said Edward E. McCall and Travis H. Whitney being by me duly sworn, did depose and say, each for himself and not the one for the other, the said Edward E. McCall, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the Chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the County of Kings, City and State of New York, that he is the Secretary of the said Commission and that he subscribed his name thereto by like authority; and both the said Edward E. McCall and Travis H. Whitney that they know the seal of the said Commission and that the seal affixed to the foregoing contract is such seal and that the same was affixed to the foregoing contract by the authority of the said Commission and of a resolution duly adopted by the same.

ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF NEW YORK }
County of New York } ss.1

On this _____ day of _____, 1914 before me personally appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

STATE OF NEW YORK }
County of New York } ss.:

On this _____ day of _____, 1914 before me personally appeared* _____ to me known, who, being by me first duly sworn, did depose and say: That he resides in _____, in the State of _____; that he is _____ of _____, the corporation described in and which executed the foregoing contract; that he knows the corporate seal of said company; that one of the seals affixed to said contract is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said company, and that he signed his name thereto by like authority.

* If the Contractor be an individual or association of individuals use the first form; if a corporation use the second form.

FORM OF CONTRACTOR'S BOND

Know all Men by these Presents, That
of
hereinafter called the CONTRACTOR and _____ and
hereinafter called the SURETIES, are held and firmly bound unto
The City of New York, hereinafter called the CITY, in the sum
of five thousand dollars (\$5,000) lawful money of the United
States of America, to be paid to the City, for which payment
well and truly to be made the Contractor and the Sureties do
hereby bind themselves and their, and each of their, executors,
administrators, successors and assigns firmly by these presents,
as follows: The Contractor to be so held and bound for the
full amount of the said sum of five thousand dollars (\$5,000)
and each of the said Sureties to be so held and bound only for
a portion of said sum as follows:

The said

for the sum of

dollars (\$) _____); and the said

for the sum of

dollars (\$) _____).

IN WITNESS WHEREOF, The Contractor and the Sureties have
hereunto set their hands and seals and such of them as are cor-
porations have caused their respective seals to be hereto affixed
and these presents to be attested by the proper officers, this
day of _____ 1914.

WHEREAS the City, acting by the Public Service Commission
for the First District (hereinafter called the COMMISSION), is
about to enter into a contract with the Contractor bearing even
date herewith for the making of land and river borings along
the lines of proposed rapid transit railroads in the Boroughs of
Manhattan, Brooklyn, Queens and Bronx and under the East
River, particularly described in the said contract; and

WHEREAS the City is about to enter into such contract with
the Contractor upon the condition, and not otherwise, that this
bond shall be given to the City, and upon the faith thereof,

FORM OF CONTRACTOR'S BOND

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Contractor shall faithfully perform all the conditions, covenants and requirements specified and provided for in said contract, then this obligation shall be null and void, but else it shall remain in full force and virtue.

IT IS EXPRESSLY AGREED between the City and the Sureties (and it is upon such agreement that the City accepts this bond) that the Sureties will and do waive any and every notice of default on the part of the Contractor; that they will and do permit the City to extend the time of the Contractor to do any act; that no omission on the part of the City to give any notice of extension of time granted by or on behalf of the City shall be availed of by the Sureties or any of them as a defense upon this bond; that the Sureties shall not set up or have any defense upon this bond by reason of any alteration of the said contract unless such alteration shall be represented by a formal written instrument duly executed between the City and the Contractor which shall have been duly authorized by a vote of the Commission and entered into without the consent of the Sureties; and that in case of such alteration, however made, the same shall be a defense to the Sureties only to the extent of the actual injury or damage caused to the Sureties by said alteration.

CONTRACTOR'S PROPOSAL

FOR MAKING LAND AND RIVER BORINGS ALONG THE ROUTES OF PROPOSED RAPID TRANSIT RAILROADS

NOTICE.—*There must remain annexed hereto:*

Copy of Invitation to Contractors

Copy of Information for Contractors

Copy of Form of Contract

Copy of Form of Bond

To the

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT:

(1) The undersigned* do hereby, in pursuance of the Invitation to Contractors and the Information for Contractors, copies of which are annexed hereto and made a part hereof, propose according to the terms thereof to enter into a contract in the form annexed hereto and made a part hereof with The City of New York (hereinafter called the "City"), acting by the Public Service Commission for the First District (hereinafter called the "Commission"), for the making of land and river borings as they may be needed and ordered along the lines of proposed rapid transit railroads and to furnish all necessary labor, materials, plant, power, tools, supplies and other means of construction and perform all the work mentioned in the said contract at the unit prices for the several items as given in the Schedule of Unit Prices. It is understood that the quantities of various items specified in the following schedule are given only as a basis for the uniform comparison of bids and are not in any way guaranteed or represented as correct or intended to be relied upon and they shall not be taken as final and shall form no basis for any claim in case they do not correspond with the final measurements or quantities. It is further understood that the Commission reserves the right to increase or to diminish or to omit entirely any of the quantities of items.

* The bidder's name must be inserted here. If the bid is submitted by a corporation, the full legal title must be given here and a certified copy of the certificate of incorporation must be submitted, together with an affidavit showing the amount of stock paid in in cash and the names and addresses of the directors and principal officers. If the bidder be a foreign corporation, proof must also be submitted of its authority to transact business in the State of New York. If the bid is submitted by a firm, the above blank must be filled up in the following form, "the firm of A. B. & Co., composed of A. B., C. D., etc." (giving the names of all the partners).

CONTRACTOR'S PROPOSAL

Schedule of Unit Prices

Item	Classification	Unit Price	Estimated Approximate Quantities	This column not to be used by Bidder Amount
LAND BORINGS				
1...	For sinking casing, being all such work as is called for under this contract, including the furnishing of all labor, materials and appliances required and necessary to do the work, per linear foot, as follows:			
	(a) For 2½-inch casing, Borough of Manhattan.....	.....	1,000	.....
	(b) For 2½-inch casing, Boroughs of Brooklyn, Queens and Bronx.....	.....	1,000	.....
	(c) For 8-inch casing, Borough of Manhattan .....	.....	1,000	.....
	(d) For 8-inch casing, Boroughs of Brooklyn, Queens and Bronx.....	.....	1,000	.....
2...	For drilling for cores, being all such work as is called for under this contract, including the furnishing of all labor, materials and appliances required and necessary to do the work, per linear foot, as follows:			
	(a) For 1-inch cores, with diamond drills .....	.....	100	.....
	(b) For 1-inch cores with shot drills..	.....	100	.....
	(c) For 6-inch cores with diamond drills .....	.....	100	.....
	(d) For 6-inch cores with shot drills..	.....	100	.....
RIVER BORINGS				
3...	For sinking casing for cores, being all such work as is called for under this contract, including the furnishing of all labor, materials and appliances required and necessary to do the work, per linear foot as follows:			
	(a) For 1¾-inch cores.....	.....	300	.....
	(b) For 6-inch cores.....	.....	300	.....
4...	For drilling for cores, being all such work as is called for under this contract, including the furnishing of all labor, materials and appliances required and necessary for doing the work, per linear foot, as follows:			
	(a) For 1¾-inch cores, with diamond drills .....	.....	100	.....
	(b) For 1¾-inch cores, with shot drills .....	.....	100	.....
	(c) For 6-inch cores with diamond drills .....	.....	100	.....
	(d) For 6-inch cores with shot drills .....	.....	100	.....

CONTRACTOR'S PROPOSAL

(2) If this Proposal is accepted, the undersigned will within five (5) days after the delivery of notice attend at the office of the Commission, in person or by duly authorized representative, and will then and there deliver the contract with the City in the form aforesaid duly executed and with its execution duly proved; and the undersigned will at the same time deliver to the Comptroller of the City pursuant to the terms of said contract *a bond in the sum of five thousand dollars (\$5,000) in the form annexed hereto and made a part hereof, with the following named sureties or, in the event that the following named sureties or any of them shall not be approved by the Commission, with such other sureties as the Commission shall approve.**

It is understood that the acceptance of this Proposal by the Commission shall not be construed as an approval of the sureties named in this Proposal, and in case the sureties named in this Proposal are not approved by the Commission, the undersigned, within five (5) days after notice of disapproval or within such further period, if any, as may be prescribed by the Commission, shall substitute the names of other sureties approved by the Commission.

(3) If the Commission shall notify the undersigned that this Proposal is accepted, then if the undersigned shall fail within five (5) days thereafter or within such further period, if any, as may be prescribed by the Commission to execute and deliver the contract or execute and deliver the said bond or make the said deposit in cash, the undersigned may, at the option of the Commission, be deemed either to have made the contract or to have abandoned the contract. And in the latter case the Commission may give notice thereof to the undersigned and may thereupon proceed to make another contract with such, if any, of the original bidders as, in the opinion of the Commission, it will be to the best interests of the City to contract with or may, with or without public advertisement, invite further proposals, and the undersigned shall thereupon be liable to the City for all loss and

* The bidder may deposit cash in the sum of five thousand dollars (\$5,000) in lieu of a bond; and the bidder, if desirous of so doing, shall so state here and shall strike out the words in italics.

CONTRACTOR'S PROPOSAL

damage sustained by the City by reason of such failure of the undersigned. Inasmuch as the amount of such loss and damage will be extremely difficult to ascertain, especially in view of the fact that the borings are a preliminary part of the construction of portions of a rapid transit railroad system and that any delay in the making of said borings may delay the construction and completion of said system, it is expressly understood and agreed that such loss and damage shall be liquidated and paid as follows: The undersigned shall pay to the City the expense of such new advertisement, if any, and in addition thereto the sum of twenty dollars (\$20) for each and every day, except Sundays and legal holidays, that the City shall be delayed in entering into a contract for the making of such borings by reason of such failure of the undersigned and in addition thereto the excess, if any, of the amount of the bid, calculated from the quantities and prices contained in the Proposal, which the City shall accept and upon which it shall enter into a contract for the making of such borings over the amount of the bid, calculated from the quantities and prices contained in this Proposal, of the undersigned; which sums are hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such failure of the undersigned. And the Invitation to Contractors, Information for Contractors and this Proposal shall constitute a contract binding the undersigned to pay to the City the loss and damage sustained by the City by reason of such failure of the undersigned, as aforesaid.

(4) At the time of delivering this Proposal to the Commission the undersigned will separately deliver a certified check payable to the order of the Comptroller of the City for the sum of one thousand dollars (\$1,000). And the undersigned hereby assigns to the City the said sum so specially deposited by the delivery of such certified check as security for the performance of the obligations of the undersigned under this Proposal. It is understood that such check is to be returned to the undersigned when the contract for the making of such borings is executed and its provisions in respect of the bond or deposit are complied with, unless all the proposals submitted in response to said Invitation to Contractors shall be rejected by the Commission, and in that case when such proposals are rejected, as provided in the Invitation to Contractors. In case the undersigned shall default

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in the performance of any of the obligations of the undersigned under this Proposal, the City shall have the right to apply the amount so specially deposited or so much thereof as may be necessary as a payment on account of the damages sustained by the City by reason of such default as aforesaid and shall return the balance, if any, to the undersigned. If the amount of such damages shall exceed the amount of said sum so specially deposited, the undersigned shall promptly upon demand from the Commission pay the amount of such excess to the City.

(5) A notice that this Proposal has been accepted addressed to the undersigned by the Commission as aforesaid shall forthwith, at the option of the Commission, operate as against the undersigned as a complete making of a contract according to the form thereof as aforesaid, with the blanks therein contained filled in according to this Proposal.

(6) The Commission may cause any notice intended for the undersigned to be delivered at Room No. _____ on the _____ floor of the building No. _____ in the Borough of _____ in the City of New York. Such delivery shall be sufficient notice to the undersigned.

(7) There are no persons interested with the undersigned in this Proposal, except*

(8) This Proposal is made without any connection with any other person making a proposal or bid for the same purpose and is in all respects fair and without collusion or fraud. No member of the Board of Aldermen, head of department, chief of bureau, deputy thereof or clerk therein or other officer of the City or any member or employee of the Commission is interested directly or indirectly, as contracting party, partner, stockholder or otherwise, in or in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof.

Dated †

1914.

* Here insert the names and addresses of all persons interested with the bidder. If there are no such persons strike out the word "except."

† The bidder must sign his proposal on this page.

CONTRACTOR'S PROPOSAL

AFFIDAVIT OF VERIFICATION

STATE OF NEW YORK }
City and County of New York } ss.:

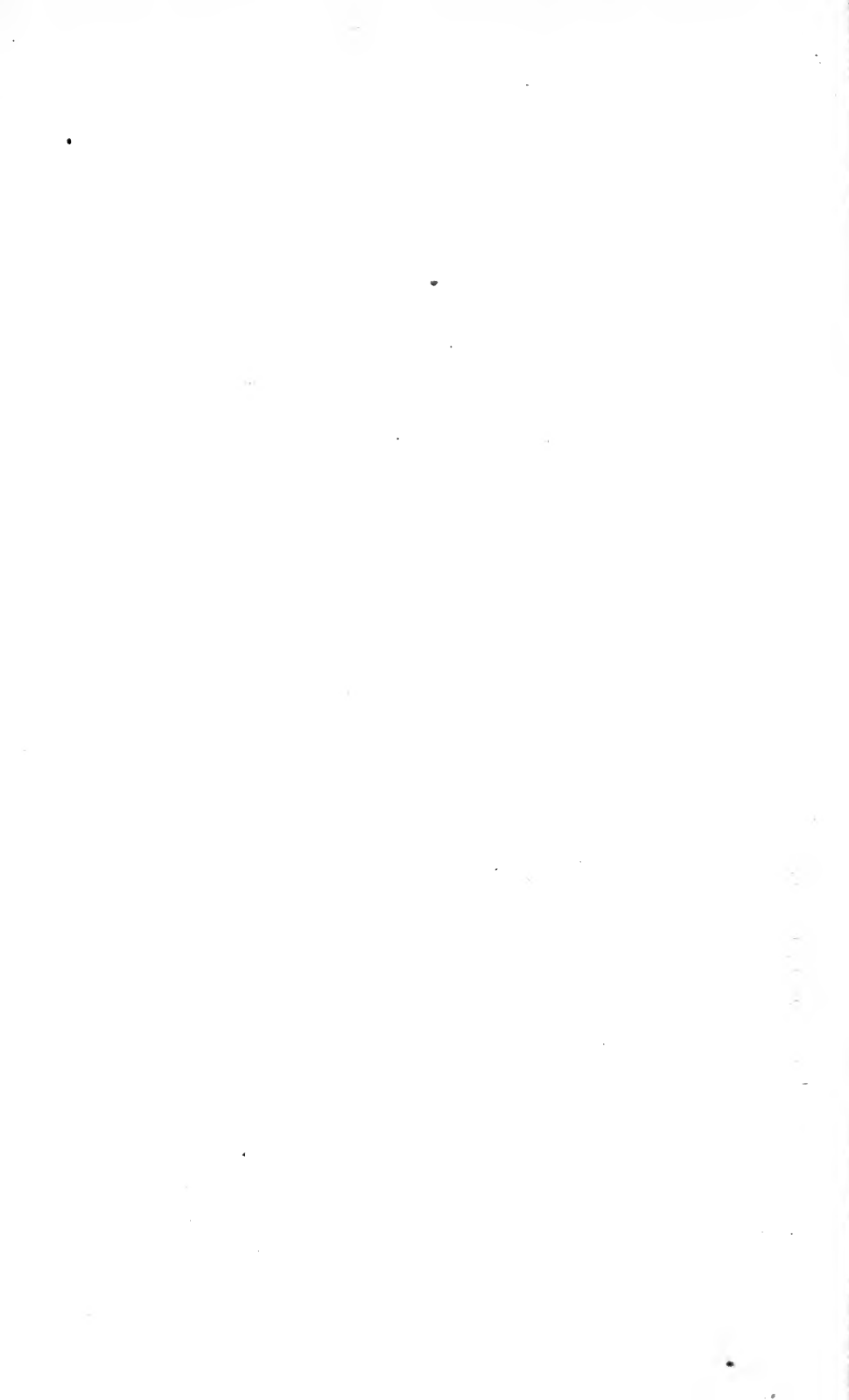
being duly

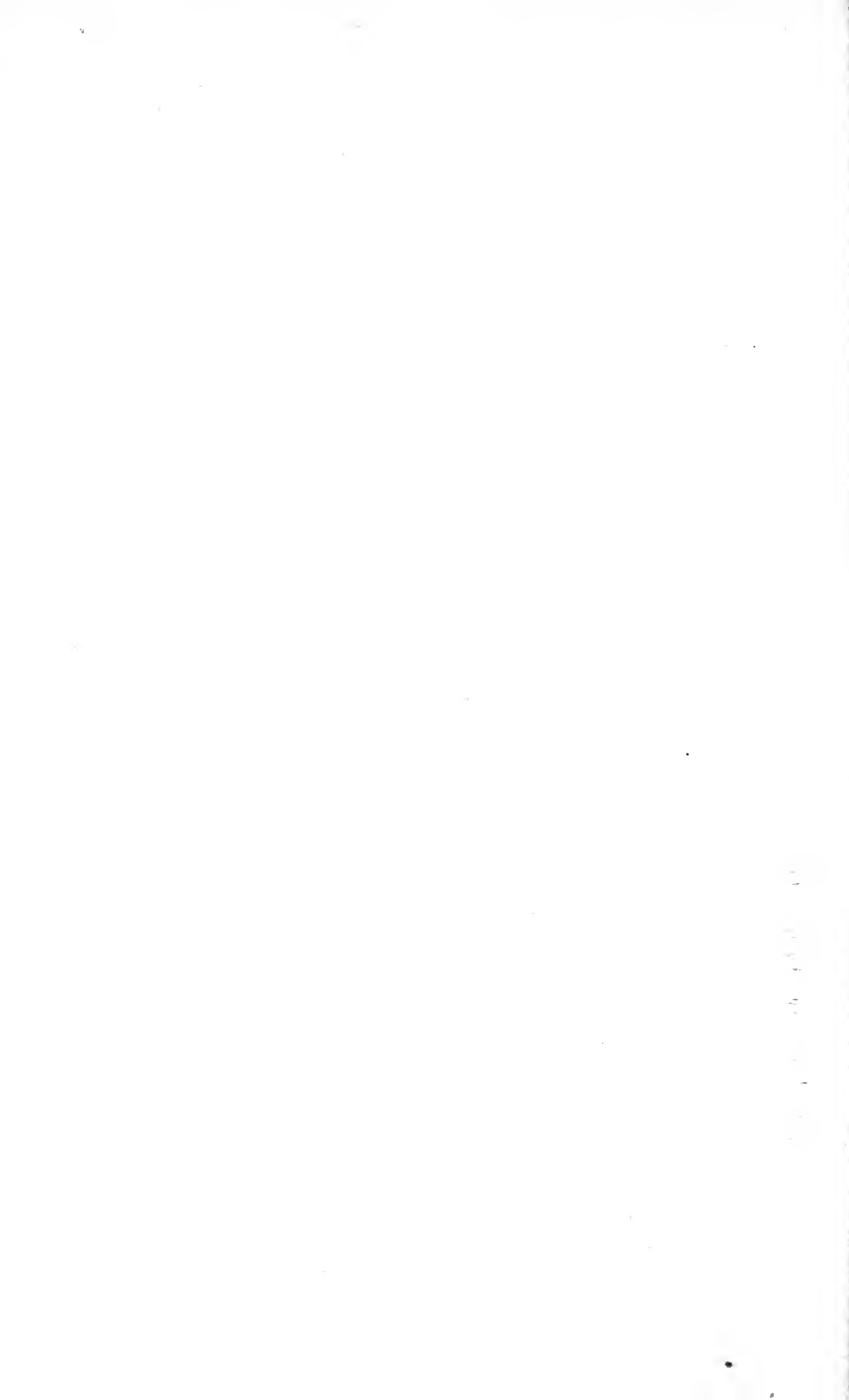
sworn, says: I am*

the proposing Contractor above named. I have read the foregoing proposal. The same is in all respects true.

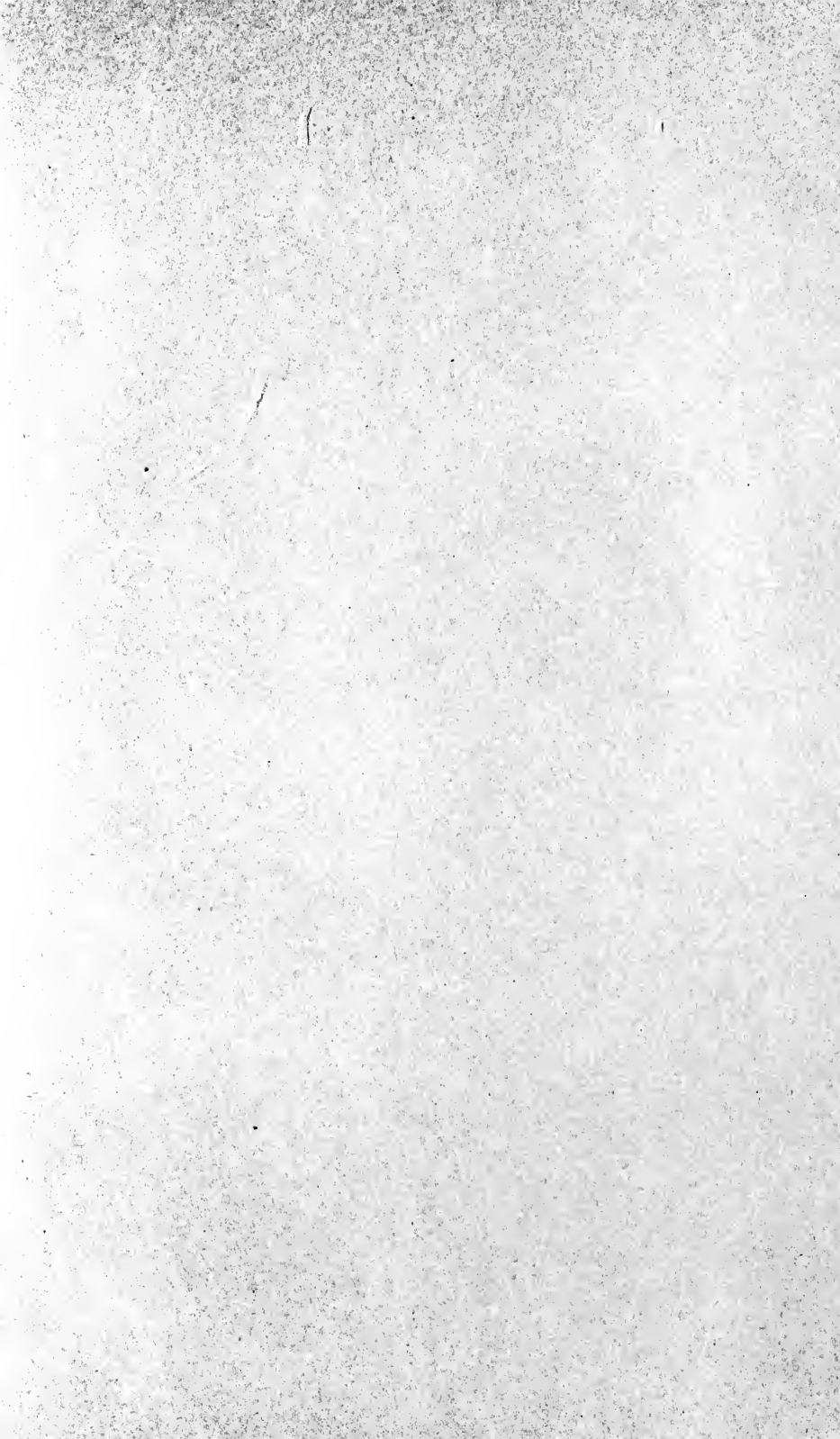
Sworn to before me this }
day of , 1914 }

* If the bidder is an individual, do not fill this blank; if the bidder is a firm, here say, "a member of the firm of _____;" if a corporation, say "the (President or other officer duly authorized) of the _____ Corporation."









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