

Jenny/BAC Killam

A Joint Venture

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

February 27, 2012

Honorable Carter H. Strickland, Jr.
NYC Department Environmental Protection
59-17 Junction Boulevard, 17th Floor
Flushing, NY 11368

Re: **Insurance Coverage
for Subcontractors**

Project: EE-GEO-03
Contract: Geotechnical Engineering
Services for Water Tunnel
Construction
Reg. No.: CTC 82620060020284

Attn: Elissa Stein Cushman
Assistant Counsel

It is planned that the following subcontractors will a member on the Technical Review Committee (TRC) providing services under the above-referenced contract to assist the NYCDEP in reviewing information, participation in TRC meetings, and providing input to report prepared by others.

Subcontractor

Gowring, Michael
Heuer, Ronald
Kimball, Richard
Rippentrop, Galen

Jenny/BAC Killam, A Joint Venture is asking that the insurance requirements to maintain professional liability coverage, commercial general liability coverage, and business auto coverage under the above-referenced contract be waived. I respectfully request your approval of these waivers since their services entails only the above described services. Additionally, each of the subcontractor listed above will have no employees, will not be driving in the field under this assignment, and the services they will provide will not be of a design nature.

Thank you.

Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edison Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
Cell 973.699.4386
Email tkwiatkowski@jennyeng.com

Enclosures

2012 MAR 26 PM 1:45
RECEIVED
NYC DEPT. OF ENVIRONMENTAL PROTECTION
OFFICE OF THE ASSISTANT COMMISSIONER
FOR TECHNICAL REVIEW

— A JOINT VENTURE —
Jenny Engineering Corporation & BAC Killam Inc.
In association with Baker Engineering NY, Inc.

Jenny/BAC Killam
— A Joint Venture —

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

February 27, 2012

Honorable Carter H. Strickland, Jr.
NYC Department Environmental Protection
59-17 Junction Boulevard, 17th Floor
Flushing, NY 11368

Re: **Subcontractor Approval Request**

Project: EE-GEO-03
Contract: Geotechnical Engineering
Services for Water Tunnel
Construction
Reg. No.: CTC 82620060020284

Attn: Alan Wasserman
Deputy Chief
Contractor Officer

Gentlemen:

We hereby request approval of the following subcontractors:

Gowring, Michael
Heuer, Ronald
Kimball, Richard
Rippentrop, Galen

Attached for your review are the following required documents:

- RFSA Form
- Subcontractor Profile Form

Please let us know if you require any additional information. Please send the approval to the attention of the undersigned, care of Jenny Engineering Corp., contact information listed below.

Thank you.

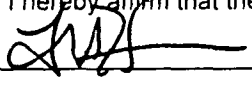
Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edison Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
Cell 973.699.4386
Email tkwiatkowski@jennyeng.com

Enclosures

— A JOINT VENTURE —
Jenny Engineering Corporation & BAC Killam Inc.
In association with Baker Engineering NY, Inc.

CITY OF NEW YORK SUBCONTRACTOR APPROVAL FORM	
AGENCY	PRIME CONTRACT INFORMATION
	Agency: DEP
	Unit/Div: BEDC
	FMS Contract No.: 82620060020284
	PIN: PII
PRIME CONTRACTOR	Contract Value: \$7,372,760
	Registration Date: 01/10/2006
	Contract Number / Description: EE-GEO-02 & EE-GEO-03 Geotechnical Engineering Services for Water Tunnel Construction
	Contract Subject to a Project Labor Agreement (PLA) ☐
	PRIME CONTRACTOR IDENTIFICATION
PRIME CONTRACTOR	Name: Jenny/BAC Killam, A Joint Venture
	Phone: 973-379-6699
	Fax: 913-379-6774
	Address: 475 Park Avenue South, 10 th Floor
	City: New York
	State/Zip: NY 10016
	EIN/SSN: PII
	E-Mail: tkwiatkowski@jennyeng.com
	SUBCONTRACTOR INFORMATION
	Co. Name: Ian Michael Gowring
Co. Representative (Please Print):	
Phone: (530) 885-9055	
Fax: (530) 885-3880	
Address: 8921 Memory Lane	
City: Auburn	
State/Zip: CA / 95603	
EIN/SSN: PII	
E-Mail: mgowring@inreach.com	
PRIME CONTRACTOR	Subcontract Description: Plumbing ☐ HVAC ☐ Electrical ☐ or Other ☒ (describe below)
	Reviewing information, travel to Technical Review Committee (TRC) meeting(s), participation in the TRC, and providing input to report prepared by others
	Agreed-Upon Subcontract Value: \$12,000
	Approx Start Date: 02/01/2012
	Approx End Date: 05/31/2012
	Subcontractor Signed Letter of Assent ☐ (if Prime Contract is subject to a Project Labor Agreement)
	Subcontractor is DSBS-certified as: M/WBE ☐ EBE ☐ or LBE ☐ (check all that apply & note status below)
	YES ☐ Application Pending ☐ Intends to Apply ☐ NO ☐
	Subcontractor Prevailing Wage or Living Wage Statement (if applicable) ☐
	Subcontractor's Experience Modification Rating (EMR): _____ (Letter from insurance carrier to verify rating must be included).
AGENCY	Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.
	Signature of Prime Contractor: 
	Title: Project Manager
	Date: 2/14/12
AGENCY	Print Name: Thomas P. Kwiatkowski
	Date: 2/14/12
AGENCY	AGENCY PRELIMINARY REVIEW PLEASE SEE PAGE 2 FOR INSTRUCTIONS
	Agency Preliminary Review Completed By: _____ Date: _____
PRIME CONTRACTOR	1. VENDEX ☐ 2. Employment ☐ 3. References ☐ 4. PLA ☐ 5. Apprenticeship ☐ 6. Licenses ☐
	PRIME CONTRACTOR RESPONSE
PRIME CONTRACTOR	For each of the boxes checked in the agency preliminary response above, I have informed the Subcontractor of all relevant requirements and provided all requested documentation.
	Initials: _____ Date: _____
AGENCY	AGENCY FINAL RESPONSE
	Final Agency Approval: Granted ☐ Denied ☐
	Signature: _____ Date: _____
	If Subcontracted Amount Has Changed Please Enter The Revised Amount And Resubmit: _____

CITY OF NEW YORK SUBCONTRACTOR PROFILE FORM

TO BE COMPLETED BY SUBCONTRACTOR

INSTRUCTIONS TO PRIME CONTRACTOR

A Subcontractor Profile Form must be completed by EACH subcontractor that will perform on the contract. Make additional copies of this form as needed.

PRIME CONTRACTOR NAME Jenny/BAC Killam, A Joint Venture	☒ EIN ☐ SSN PII
DEP CONTRACT #EE-GEO-02 & EE-GEO-03	REGISTRATION #82620060020284

SUBCONTRACTOR NAME Ian Michael Gowing	☐ EIN ☒ SSN PII								
SUBCONTRACTOR BUSINESS ADDRESS <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">8921 Memory Lane,</td> <td style="width: 25%;">Auburn,</td> <td style="width: 15%;">CA</td> <td style="width: 35%;">95603</td> </tr> <tr> <td style="font-size: 8px;">Number</td> <td style="font-size: 8px;">Street</td> <td style="font-size: 8px;">Borough/City</td> <td style="font-size: 8px;">State Zip</td> </tr> </table>		8921 Memory Lane,	Auburn,	CA	95603	Number	Street	Borough/City	State Zip
8921 Memory Lane,	Auburn,	CA	95603						
Number	Street	Borough/City	State Zip						
SUBCONTRACTOR BILLING ADDRESS (IF DIFFERENT FROM ABOVE) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 15%;"> </td> <td style="width: 35%;"> </td> </tr> <tr> <td style="font-size: 8px;">Number</td> <td style="font-size: 8px;">Street</td> <td style="font-size: 8px;">Borough/City</td> <td style="font-size: 8px;">State Zip</td> </tr> </table>						Number	Street	Borough/City	State Zip
Number	Street	Borough/City	State Zip						
SUBCONTRACTOR TELEPHONE (530)885-9055									
SUBCONTRACTOR AMOUNT \$12,000									
DESCRIPTION OF SUBCONTRACT AND LOCATION Reviewing information, travel to Technical Review Committee (TRC) meeting(s), participation in the TRC, and providing input to report prepared by others									

FORM COMPLETED BY	<u>IAN MICHAEL GOWRING</u> Name (PRINT) of Subcontractor's Representative <u>Owner</u> Title <u>J.M. Gowing</u> Signature <u>02/17/2012</u> Date
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CITY OF NEW YORK SUBCONTRACTOR APPROVAL FORM

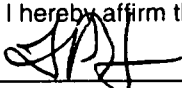
PRIME CONTRACT INFORMATION

Agency: DEP	Unit/Div: BEDC
FMS Contract No.: 82620060020284	PIN: PII
Contract Value: \$7,372,760	Registration Date: 01/10/2006
Contract Number / Description: EE-GEO-02 & EE-GEO-03 Geotechnical Engineering Services for Water Tunnel Construction	
Contract Subject to a Project Labor Agreement (PLA) ☐	

PRIME CONTRACTOR IDENTIFICATION

Name: Jenny/BAC Killam, A Joint Venture		
Phone: 973-379-6699	Fax: 913-379-6774	
Address: 475 Park Avenue South, 10 th Floor	City: New York	State/Zip: NY 10016
EIN/SSN: PII	E-Mail: tkwiatkowski@jennyeng.com	

SUBCONTRACTOR INFORMATION

Co. Name: Ronald E. Heuer	Co. Representative (Please Print):	
Phone: (815) 675-2003	Fax: (815) 675-9005	
Address: 3317 West Ringwood Road	City: McHenry	State/Zip: IL / 60051
EIN/SSN: PII	E-Mail: ronheuer@mc.net	
Subcontract Description: Plumbing ☐ HVAC ☐ Electrical ☐ or Other ☒ (describe below)		
Reviewing information, travel to Technical Review Committee (TRC) meeting(s), participation in the TRC, and providing input to report prepared by others		
Agreed-Upon Subcontract Value: \$10,800	Approx Start Date: 02/01/2012	Approx End Date: 05/31/2012
Subcontractor Signed Letter of Assent ☐ (if Prime Contract is subject to a Project Labor Agreement)		
Subcontractor is DSBS-certified as: M/WBE ☐ EBE ☐ or LBE ☐ (check all that apply & note status below)		
YES ☐	Application Pending ☐	Intends to Apply ☐ NO ☐
Subcontractor Prevailing Wage or Living Wage Statement (if applicable) ☐		
Subcontractor's Experience Modification Rating (EMR): _____ (Letter from insurance carrier to verify rating must be included).		
Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.		
Signature of Prime Contractor 		Title <u>Project Manager</u>
Print Name <u>Thomas P. Kwiatkowski</u>		Date <u>2/2/12</u>

AGENCY PRELIMINARY REVIEW PLEASE SEE PAGE 2 FOR INSTRUCTIONS

Agency Preliminary Review Completed By: _____		Date: _____			
1. VENDEX ☐	2. Employment ☐	3. References ☐	4. PLA ☐	5. Apprenticeship ☐	6. Licenses ☐

PRIME CONTRACTOR RESPONSE

For each of the boxes checked in the agency preliminary response above, I have informed the Subcontractor of all relevant requirements and provided all requested documentation.

Initials: _____ Date: _____

AGENCY FINAL RESPONSE

Final Agency Approval: ☐ Granted ☐ Denied
Signature: _____ Date: _____
If Subcontracted Amount Has Changed, Please Enter The Revised Amount And Resubmit

CITY OF NEW YORK SUBCONTRACTOR PROFILE FORM

TO BE COMPLETED BY SUBCONTRACTOR

INSTRUCTIONS TO PRIME CONTRACTOR

A Subcontractor Profile Form must be completed by EACH subcontractor that will perform on the contract. Make additional copies of this form as needed.

PRIME CONTRACTOR NAME Jenny/BAC Killam, A Joint Venture	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">X EIN</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">SSN</td> </tr> <tr> <td style="text-align: center;">PII</td> <td></td> </tr> </table>	X EIN	SSN	PII	
X EIN	SSN				
PII					
DEP CONTRACT #EE-GEO-02 & EE-GEO-03	REGISTRATION #82620060020284				

SUBCONTRACTOR NAME Ronald E. Heuer	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">EIN</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">X SSN</td> </tr> <tr> <td style="text-align: center;">PII</td> <td></td> </tr> </table>	EIN	X SSN	PII					
EIN	X SSN								
PII									
SUBCONTRACTOR BUSINESS ADDRESS <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">3317 West Ringwood Road</td> <td style="width: 33%;">McHenry,</td> <td style="width: 10%;">IL</td> <td style="width: 24%;">60051</td> </tr> <tr> <td style="text-align: center;">Number</td> <td style="text-align: center;">Street</td> <td style="text-align: center;">Borough/City</td> <td style="text-align: center;">State Zip</td> </tr> </table>		3317 West Ringwood Road	McHenry,	IL	60051	Number	Street	Borough/City	State Zip
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Number	Street	Borough/City	State Zip						
SUBCONTRACTOR TELEPHONE (815) 675-2003									
SUBCONTRACTOR AMOUNT \$10,800									
DESCRIPTION OF SUBCONTRACT AND LOCATION Reviewing information, travel to Technical Review Committee (TRC) meeting(s), participation in the TRC, and providing input to report prepared by others									

FORM COMPLETED BY	<u>Ronald E Heuer</u> <u>Gustaf Consultant</u>	Name (PRINT) of Subcontractor's Representative	Title
	<u>Ronald E Heuer</u> <u>6 February 2012</u>	Signature	Date

CITY OF NEW YORK SUBCONTRACTOR APPROVAL FORM			
AGENCY	PRIME CONTRACT INFORMATION		
	Agency: DEP		Unit/Div: BEDC
	FMS Contract No.: 82620060020284		PIN: PII
	Contract Value: \$7,372,760		Registration Date: 01/10/2006
	Contract Number / Description: EE-GEO-02 & EE-GEO-03 Geotechnical Engineering Services for Water Tunnel Construction		
PRIME CONTRACTOR	Contract Subject to a Project Labor Agreement (PLA) ☐		
	PRIME CONTRACTOR IDENTIFICATION		
	Name: Jenny/BAC Killam, A Joint Venture		
	Phone: 973-379-6699	Fax: 913-379-6774	
	Address: 475 Park Avenue South, 10 th Floor	City: New York	State/Zip: NY 10016
	EIN/SSN: PII	E-Mail: tkwiatkowski@jennyeng.com	
PRIME CONTRACTOR	SUBCONTRACTOR INFORMATION		
	Co. Name: Richard W. Kimball		Co. Representative (Please Print):
	Phone: 402-231-4225		Fax: 402-346-8610
	Address: 302 South 36 th Street, Suite 400		City: Omaha State/Zip: NE / 68131
	EIN/SSN: PII		E-Mail: rick.kimball@kiewit.com
	Subcontract Description: Plumbing ☐ HVAC ☐ Electrical ☐ or Other ☒ (describe below)		
	Reviewing information, travel to Technical Review Committee (TRC) meeting(s), participation in the TRC, and providing input to report prepared by others		
	Agreed-Upon Subcontract Value: \$7,500		Approx Start Date: 02/01/2012 Approx End Date: 05/31/2012
	Subcontractor Signed Letter of Assent ☐ (if Prime Contract is subject to a Project Labor Agreement)		
	Subcontractor is DSBS-certified as: M/WBE ☐ EBE ☐ or LBE ☐ (check all that apply & note status below)		
YES ☐	Application Pending ☐	Intends to Apply ☐ NO ☐	
Subcontractor Prevailing Wage or Living Wage Statement (if applicable) ☐			
Subcontractor's Experience Modification Rating (EMR): _____ (Letter from insurance carrier to verify rating must be included).			
Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.			
Signature of Prime Contractor 		Title <u>Project Manager</u>	
Print Name <u>Thomas P. Kwiatkowski</u>		Date <u>2/5/12</u>	
AGENCY	AGENCY PRELIMINARY REVIEW PLEASE SEE PAGE 2 FOR INSTRUCTIONS		
	Agency Preliminary Review Completed By: _____ Date _____		
PRIME CONTRACTOR	1. VENDEX ☐ 2. Employment ☐ 3. References ☐ 4. PLA ☐ 5. Apprenticeship ☐ 6. Licenses ☐		
	PRIME CONTRACTOR RESPONSE		
AGENCY	For each of the boxes checked in the agency preliminary response above, I have informed the Subcontractor of all relevant requirements and provided all requested documentation.		
	Initials: _____ Date _____		
AGENCY	AGENCY FINAL RESPONSE		
	Final Agency Approval: Granted ☐ Denied ☐		
	Signature: _____		Date: _____
If Subcontracted Amount Has Changed, Please Enter The Revised Amount And Resubmit			

CITY OF NEW YORK SUBCONTRACTOR PROFILE FORM

TO BE COMPLETED BY SUBCONTRACTOR

INSTRUCTIONS TO PRIME CONTRACTOR

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X EIN	SSN				
PII					
DEP CONTRACT #EE-GEO-02 & EE-GEO-03	REGISTRATION #82620060020284				

SUBCONTRACTOR NAME Richard W. Kimball	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">EIN</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">X SSN</td> </tr> <tr> <td style="text-align: center; border: 1px dashed black;">PII</td> <td></td> </tr> </table>	EIN	X SSN	PII					
EIN	X SSN								
PII									
SUBCONTRACTOR BUSINESS ADDRESS <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">302 South 36th Street, Suite 400</td> <td style="width: 25%;">Omaha,</td> <td style="width: 15%;">NE</td> <td style="width: 25%;">68131</td> </tr> <tr> <td style="text-align: center;">Number</td> <td style="text-align: center;">Street</td> <td style="text-align: center;">Borough/City</td> <td style="text-align: center;">State Zip</td> </tr> </table>		302 South 36 th Street, Suite 400	Omaha,	NE	68131	Number	Street	Borough/City	State Zip
302 South 36 th Street, Suite 400	Omaha,	NE	68131						
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SUBCONTRACTOR TELEPHONE 402-231-4225									
SUBCONTRACTOR AMOUNT \$7,500									
DESCRIPTION OF SUBCONTRACT AND LOCATION Reviewing information, travel to Technical Review Committee (TRC) meeting(s), participation in the TRC, and providing input to report prepared by others									

FORM COMPLETED BY	 Signature Name (PRINT) of Subcontractor's Representative <u>RICHARD W. KIMBALL</u>	Title <u>TECHNICAL MANAGER</u> Date <u>2-14-12</u>
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CITY OF NEW YORK SUBCONTRACTOR PROFILE FORM

TO BE COMPLETED BY SUBCONTRACTOR

INSTRUCTIONS TO PRIME CONTRACTOR

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X EIN	SSN				
PII					
DEP CONTRACT #EE-GEO-02 & EE-GEO-03	REGISTRATION #82620060020284				

SUBCONTRACTOR NAME Galyn Rippentrop	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">EIN</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">X SSN</td> </tr> <tr> <td style="text-align: center; border: 1px dashed black;">PII</td> <td></td> </tr> </table>	EIN	X SSN	PII					
EIN	X SSN								
PII									
SUBCONTRACTOR BUSINESS ADDRESS <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">P.O. Box 89321</td> <td style="width: 35%;">Sioux Falls,</td> <td style="width: 15%;">SD</td> <td style="width: 25%;">57109</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: center;">Number</td> <td style="border-top: 1px solid black; text-align: center;">Street</td> <td style="border-top: 1px solid black; text-align: center;">Borough/City</td> <td style="border-top: 1px solid black; text-align: center;">State Zip</td> </tr> </table>		P.O. Box 89321	Sioux Falls,	SD	57109	Number	Street	Borough/City	State Zip
P.O. Box 89321	Sioux Falls,	SD	57109						
Number	Street	Borough/City	State Zip						
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Number	Street	Borough/City	State Zip						
SUBCONTRACTOR TELEPHONE (812) 431-8364									
SUBCONTRACTOR AMOUNT \$15,000									
DESCRIPTION OF SUBCONTRACT AND LOCATION Reviewing information, travel to Technical Review Committee (TRC) meeting(s), participation in the TRC, and providing input to report prepared by others									

FORM COMPLETED BY	Name (PRINT) of Subcontractor's Representative <i>Galyn Rippentrop</i> Signature Title Date <i>7 February, 2012</i>
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Jenny/BAC Killam

A Joint Venture

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

February 16, 2012

Mr. Ian Michael Gowing
8921 Memory Lane
Auburn, CA 95603

Re: EE-GEO-02 & EE-GEO-03 Geotechnical Engineering Services for Water Tunnel Construction
Contract No. 82620060020284
PIN: PII
Agreement for Subcontractor Services for the Technical Review Committee (TRC)

Dear Mr. Gowing:

Jenny/BAC Killam, A Joint Venture (Jenny/BAC Killam) is pleased to retain your services as a Consultant in accordance with, and in consideration of, the following understandings:

- 1) You will provide services for the above-referenced project as a member of a technical review committee (TRC) ("Services") on an as-needed basis at the request of Jenny/BAC Killam. Such Services will be provided in a fair, impractical and ethical manner. You represent that you have no conflict of interest that would prevent you from providing such Services.
- 2) You agree to perform your Services in accordance with the standard of care of comparable consultants performing the same or similar Services, in full compliance at all times with applicable law and regulations. You shall at all times be an independent contractor, responsible for all benefit or tax payments of any kind arising out of your performance of the Services.
- 3) Compensation for your Services shall be made on the basis of an agreed hourly rate for time spent providing the requested Services, and for actual associated expenses incurred in providing the requested Services, subject to maximum limitations. These limitations can be found online at www.gas.gov, per diem rates, depending on the location in New York where the meetings are being held.
- 4) Compensation will be made for time spent in meetings and deliberations of the TRC, for reviewing documents provided by Jenny/BAC Killam and preparation in advance of the TRC, and traveling from your home office to the specified location for the TRC meetings.

More specifically, your Services will be compensated at a rate of \$200.00 per hour. Expenses will be compensated as stated above without markup.

- 5) We may terminate this agreement at any time, in which case you shall be compensated for any requested Services provided up to, and including, the date of termination.
- 6) You agree to comply with all applicable laws in the performance of the Services and you will indemnify, defend and hold Jenny/BAC Killam harmless from any and all losses, claims, expenses or damages arising in whole or in part out of your violation of any laws, willful misconduct.
- 7) You agree to waive and release Jenny/BAC Killam and any other parties to whom Jenny/BAC Killam may be liable from any losses, claims, expenses or damages arising in whole or in part from any bodily or personal injury or losses, claims, expenses or damages related thereto, includ-

— A JOINT VENTURE —
Jenny Engineering Corporation & BAC Killam Inc.
In association with Baker Engineering NY, Inc.

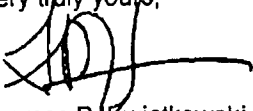
ing death, which are in any manner sustained by Consultant. Other than as provided in Article 5, we agree to waive any claims we may have against you related to any personal or professional liability arising from the activities and recommendations made by you as a TRC member.

- 8) Further, you agree that from the date of this agreement forward and including after the termination of your work with Jenny/BAC Killam, that you will hold in strict confidence any information of a proprietary and confidential nature of Jenny/BAC Killam or its clients that has been obtained or disclosed as a result of your work with Jenny/BAC Killam. Further, you shall not, except with the written consent of Jenny/BAC Killam directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use for any purpose any such proprietary or confidential information.
- 9) Attachment A contains the payment terms for Services provided.
- 10) Attachment B contains your scope of services.

To the extent you are in agreement with the terms and conditions of this Agreement and intend to be legally bound hereby, then kindly indicate your acknowledgment and acceptance of the same in the space provided below, and return the properly executed agreement (email of original is acceptable), to the attention of Karen Paulercio (kpaulercio@jennyeng.com) at your earliest convenience.

Thank you for your attention to this matter and we look forward to working with you on the above-referenced project.

Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edison Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
Cell 973.699.4386
Email tkwiatkowski@jennyeng.com

AGREED/ACCEPTED

CONSULTANT

BY:

J. M. Gowing
(Signature)

NAME:

IAN MICHAEL GOWRING
(Print Name)

TITLE:

Owner

DATE:

02/17/2012

ATTACHMENT A

Payment Terms

Amount of Payment

As full compensation for the Services described in this Work Authorization, Jenny/BAC Killam shall pay the Subcontractor in accordance with the Subcontractor's current fee schedule as attached to this Work Authorization; provided, however, that Subcontractor's compensation shall not exceed \$12,000 without the prior written approval of Jenny/BAC Killam. Such payment constitutes complete compensation for all Services, materials, equipment, expenditures, labor, overhead, and profit, except as otherwise specifically provided in this Attachment B.

Reimbursable Expenses for the Subcontractor shall be compensated for amounts expended in accordance with NYC Comptroller's Office Directive 6, which can be found at the following website:

http://www.comptroller.nyc.gov/bureaus/acc/directive_06_disclaimer.shtm

Travel reimbursement is subject to the United States General Services Administration (GSA) Per Diem Rates (www.gsa.gov).

Receipts for travel are required, including, but not limited to, hotel, airfare, meals, tolls, and parking.

ATTACHMENT B

Scope of Services

The Services to be provided by Ian Michael Gowing shall include reviewing information, travel to TRC meeting(s), participation in the TRC, and providing input to report prepared by others.

Jenny/BAC Killam

A Joint Venture

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

RECEIVED

February 2, 2012

FEB 08 2012

JENNY ENGINEERING CORP.
SPRINGFIELD, N.Y.

Mr. Ronald E. Heuer
3317 West Ringwood Road
McHenry, IL 60051

Re: EE-GEO-02 & EE-GEO-03 Geotechnical Engineering Services for Water Tunnel Construction
Contract No. 82620060020284
PIN: PII
Agreement for Subcontractor Services for the Technical Review Committee (TRC)

Dear Mr. Heuer:

Jenny/BAC Killam, A Joint Venture (Jenny/BAC Killam) is pleased to retain your services as a Consultant in accordance with, and in consideration of, the following understandings:

- 1) You will provide services for the above-referenced project as a member of a technical review committee (TRC) ("Services") on an as-needed basis at the request of Jenny/BAC Killam. Such Services will be provided in a fair, impractical and ethical manner. You represent that you have no conflict of interest that would prevent you from providing such Services.
- 2) You agree to perform your Services in accordance with the standard of care of comparable consultants performing the same or similar Services, in full compliance at all times with applicable law and regulations. You shall at all times be an independent contractor, responsible for all benefit or tax payments of any kind arising out of your performance of the Services.
- 3) Compensation for your Services shall be made on the basis of an agreed hourly rate for time spent providing the requested Services, and for actual associated expenses incurred in providing the requested Services, subject to maximum limitations. These limitations can be found online at www.gas.gov, per diem rates, depending on the location in New York where the meetings are being held.
- 4) Compensation will be made for time spent in meetings and deliberations of the TRC, for reviewing documents provided by Jenny/BAC Killam and preparation in advance of the TRC, and traveling from your home office to the specified location for the TRC meetings.

More specifically, your Services will be compensated at a rate of \$180.00 per hour. Expenses will be compensated as stated above without markup.

- 5) We may terminate this agreement at any time, in which case you shall be compensated for any requested Services provided up to, and including, the date of termination.
- 6) You agree to comply with all applicable laws in the performance of the Services and you will indemnify, defend and hold Jenny/BAC Killam harmless from any and all losses, claims, expenses or damages arising in whole or in part out of your violation of any laws willful misconduct.
- 7) You agree to waive and release Jenny/BAC Killam and any other parties to whom Jenny/BAC Killam may be liable from any losses, claims, expenses or damages arising in whole or in part from any bodily or personal injury or losses, claims, expenses or damages related thereto, includ-

— A JOINT VENTURE —
Jenny Engineering Corporation & BAC Killam Inc.
In association with Baker Engineering NY, Inc.

ing death, which are in any manner sustained by Consultant. Other than as provided in Article 5, we agree to waive any claims we may have against you related to any personal or professional liability arising from the activities and recommendations made by you as a TRC member.

- 8) Further, you agree that from the date of this agreement forward and including after the termination of your work with Jenny/BAC Killam, that you will hold in strict confidence any information of a proprietary and confidential nature of Jenny/BAC Killam or its clients that has been obtained or disclosed as a result of your work with Jenny/BAC Killam. Further, you shall not, except with the written consent of Jenny/BAC Killam directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use for any purpose any such proprietary or confidential information.
- 9) Attachment A contains the payment terms for Services provided.
- 10) Attachment B contains your scope of services.

To the extent you are in agreement with the terms and conditions of this Agreement and intend to be legally bound hereby, then kindly indicate your acknowledgment and acceptance of the same in the space provided below, and return the properly executed agreement (email of original is acceptable), to the attention of Karen Paulercio (kpaulercio@jennyeng.com) at your earliest convenience.

Thank you for your attention to this matter and we look forward to working with you on the above-referenced project.

Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edlson Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
Cell 973.699.4386
Email tkwiatkowski@jennyeng.com

AGREED/ACCEPTED

CONSULTANT

BY: Ronald E. Killam
(Signature)

NAME: Ronald E. Killam
(Print Name)

TITLE: Consultant

DATE: 6 February 2012

ATTACHMENT A

Payment Terms

Amount of Payment

As full compensation for the Services described in this Work Authorization, Jenny/BAC Killam shall pay the Subcontractor in accordance with the Subcontractor's current fee schedule as attached to this Work Authorization; provided, however, that Subcontractor's compensation shall not exceed \$10,800 without the prior written approval of Jenny/BAC Killam. Such payment constitutes complete compensation for all Services, materials, equipment, expenditures, labor, overhead, and profit, except as otherwise specifically provided in this Attachment B.

Reimbursable Expenses for the Subcontractor shall be compensated for amounts expended in accordance with NYC Comptroller's Office Directive 6, which can be found at the following website:

http://www.comptroller.nyc.gov/bureaus/acc/directive_06_disclaimer.shtm

Travel reimbursement is subject to the United States General Services Administration (GSA) Per Diem Rates (www.gsa.gov).

Receipts for travel are required, including, but not limited to, hotel, airfare, meals, tolls, and parking.

ATTACHMENT B

Scope of Services

The Services to be provided by Ronald E. Heuer shall include reviewing information, travel to TRC meeting(s), participation in the TRC, and providing input to report prepared by others.

Jenny/BAC Killam

A Joint Venture

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

February 8, 2012

Mr. Richard W. Kimball
302 South 36th Street, Suite 400
Omaha, NE 68131

Re: EE-GEO-02 & EE-GEO-03 Geotechnical Engineering Services for Water Tunnel Construction
Contract No. 82620060020284
PIN: PII
Agreement for Subcontractor Services for the Technical Review Committee (TRC)

Dear Mr. Kimball:

Jenny/BAC Killam, A Joint Venture (Jenny/BAC Killam) is pleased to retain your services as a Consultant in accordance with, and in consideration of, the following understandings:

- 1) You will provide services for the above-referenced project as a member of a technical review committee (TRC) ("Services") on an as-needed basis at the request of Jenny/BAC Killam. Such Services will be provided in a fair, impractical and ethical manner. You represent that you have no conflict of interest that would prevent you from providing such Services.
- 2) You agree to perform your Services in accordance with the standard of care of comparable consultants performing the same or similar Services, in full compliance at all times with applicable law and regulations. You shall at all times be an independent contractor, responsible for all benefit or tax payments of any kind arising out of your performance of the Services.
- 3) Compensation for your Services shall be made on the basis of an agreed hourly rate for time spent providing the requested Services, and for actual associated expenses incurred in providing the requested Services, subject to maximum limitations. These limitations can be found online at www.gas.gov, per diem rates, depending on the location in New York where the meetings are being held.
- 4) Compensation will be made for time spent in meetings and deliberations of the TRC, for reviewing documents provided by Jenny/BAC Killam and preparation in advance of the TRC, and traveling from your home office to the specified location for the TRC meetings.

More specifically, your Services will be compensated at a rate of \$125.00 per hour. Expenses will be compensated as stated above without markup.

- 5) We may terminate this agreement at any time, in which case you shall be compensated for any requested Services provided up to, and including, the date of termination.
- 6) You agree to waive and release Jenny/BAC Killam and any other parties to whom Jenny/BAC Killam may be liable from any losses, claims, expenses or damages arising in whole or in part from any bodily or personal injury or losses, claims, expenses or damages related thereto, including death, which are in any manner sustained by Consultant. Other than as provided in Article 5, we agree to waive and release any claims we may have against you related to any personal or professional liability arising from the activities and recommendations made by you as a TRC

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In association with Baker Engineering NY, Inc.

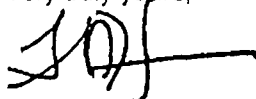
member.

- 7) Further, you agree that from the date of this agreement forward and including after the termination of your work with Jenny/BAC Killam, that you will hold in strict confidence any information of a proprietary and confidential nature of Jenny/BAC Killam or its clients that has been obtained or disclosed as a result of your work with Jenny/BAC Killam. Jenny/BAC Killam and/or its clients shall mark all such information as "Confidential". Further, you shall not, except with the written consent of Jenny/BAC Killam directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use for any purpose any such proprietary or confidential information. Notwithstanding the above, Consultant's Services shall not preclude its employer from being disqualified from bidding on any projects for Jenny/BAC Killam's clients.
- 8) Attachment A contains the payment terms for Services provided.
- 9) Attachment B contains your scope of services.

To the extent you are in agreement with the terms and conditions of this Agreement and intend to be legally bound hereby, then kindly indicate your acknowledgment and acceptance of the same in the space provided below, and return the properly executed agreement (email of original is acceptable), to the attention of Karen Paulercio (kpaulercio@jennyeng.com) at your earliest convenience.

Thank you for your attention to this matter and we look forward to working with you on the above-referenced project.

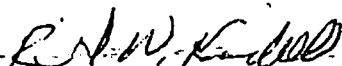
Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edison Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
Cell 973.699.4386
Email tkwiatkowski@jennyeng.com

AGREED/ACCEPTED
CONSULTANT

BY:


(Signature)

NAME:

RICHARD W. KIATBAK
(Print Name)

TITLE:

TECHNICAL MANAGER

DATE:

2-14-12

ATTACHMENT A

Payment Terms

Amount of Payment

As full compensation for the Services described in this Work Authorization, Jenny/BAC Killam shall pay the Subcontractor in accordance with the Subcontractor's current fee schedule as attached to this Work Authorization; provided, however, that Subcontractor's compensation shall not exceed \$7,500 without the prior written approval of Jenny/BAC Killam. Such payment constitutes complete compensation for all Services, materials, equipment, expenditures, labor, overhead, and profit, except as otherwise specifically provided in this Attachment B.

Reimbursable Expenses for the Subcontractor shall be compensated for amounts expended in accordance with NYC Comptroller's Office Directive 6, which can be found at the following website:-

http://www.comptroller.nyc.gov/bureaus/acc/directive_06_disclaimer.shtm

Travel reimbursement is subject to the United States General Services Administration (GSA) Per Diem Rates (www.gsa.gov).

Receipts for travel are required, including, but not limited to, hotel, airfare, meals, tolls, and parking.

ATTACHMENT B

Scope of Services

The Services to be provided by Richard W. Kimball shall include reviewing information, travel to TRC meeting(s), participation in the TRC, and providing input to report prepared by others.

Jenny/BAC Killam

A Joint Venture

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

February 2, 2012

Mr. Galyn Rippentrop
701 W. Chicory Circle
Sioux Falls, SD 57108

Re: EE-GEO-02 & EE-GEO-03 Geotechnical Engineering Services for Water Tunnel Construction
Contract No. 82620060020284
PIN: PII
Agreement for Subcontractor Services for the Technical Review Committee (TRC)

Dear Mr. Rippentrop:

Jenny/BAC Killam, A Joint Venture (Jenny/BAC Killam) is pleased to retain your services as a Consultant in accordance with, and in consideration of, the following understandings:

- 1) You will provide services for the above-referenced project as a member of a technical review committee (TRC) ("Services") on an as-needed basis at the request of Jenny/BAC Killam. Such Services will be provided in a fair, impractical and ethical manner. You represent that you have no conflict of interest that would prevent you from providing such Services.
- 2) You agree to perform your Services in accordance with the standard of care of comparable consultants performing the same or similar Services, in full compliance at all times with applicable law and regulations. You shall at all times be an independent contractor, responsible for all benefit or tax payments of any kind arising out of your performance of the Services.
- 3) Compensation for your Services shall be made on the basis of an agreed hourly rate for time spent providing the requested Services, and for actual associated expenses incurred in providing the requested Services, subject to maximum limitations. These limitations can be found online at www.gas.gov, per diem rates, depending on the location in New York where the meetings are being held.
- 4) Compensation will be made for time spent in meetings and deliberations of the TRC, for reviewing documents provided by Jenny/BAC Killam and preparation in advance of the TRC, and traveling from your home office to the specified location for the TRC meetings.

More specifically, your Services will be compensated at a rate of \$250.00 per hour. Expenses will be compensated as stated above without markup.

- 5) We may terminate this agreement at any time, in which case you shall be compensated for any requested Services provided up to, and including, the date of termination.
- 6) You agree to comply with all applicable laws in the performance of the Services and you will indemnify, defend and hold Jenny/BAC Killam harmless from any and all losses, claims, expenses or damages arising in whole or in part out of your violation of any laws willful misconduct.
- 7) You agree to waive and release Jenny/BAC Killam and any other parties to whom Jenny/BAC Killam may be liable from any losses, claims, expenses or damages arising in whole or in part from any bodily or personal injury or losses, claims, expenses or damages related thereto, includ-

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Jenny Engineering Corporation & BAC Killam Inc.
In association with Baker Engineering NY, Inc.

ing death, which are in any manner sustained by Consultant. Other than as provided in Article 5, we agree to waive any claims we may have against you related to any personal or professional liability arising from the activities and recommendations made by you as a TRC member.

- 8) Further, you agree that from the date of this agreement forward and including after the termination of your work with Jenny/BAC Killam, that you will hold in strict confidence any information of a proprietary and confidential nature of Jenny/BAC Killam or its clients that has been obtained or disclosed as a result of your work with Jenny/BAC Killam. Further, you shall not, except with the written consent of Jenny/BAC Killam directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use for any purpose any such proprietary or confidential information.
- 9) Attachment A contains the payment terms for Services provided.
- 10) Attachment B contains your scope of services.

To the extent you are in agreement with the terms and conditions of this Agreement and intend to be legally bound hereby, then kindly indicate your acknowledgment and acceptance of the same in the space provided below, and return the properly executed agreement (email of original is acceptable), to the attention of Karen Paulercio (kpaulercio@jennyeng.com) at your earliest convenience.

Thank you for your attention to this matter and we look forward to working with you on the above-referenced project.

Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edison Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
Cell 973.699.4386
Email tkwiatkowski@jennyeng.com

AGREED/ACCEPTED

CONSULTANT

BY: Galya Rippentrop
(Signature)

NAME: Galya Rippentrop
(Print Name)

TITLE: _____

DATE: 7 February, 2012

ATTACHMENT A

Payment Terms

Amount of Payment

As full compensation for the Services described in this Work Authorization, Jenny/BAC Killam shall pay the Subcontractor in accordance with the Subcontractor's current fee schedule as attached to this Work Authorization; provided, however, that Subcontractor's compensation shall not exceed \$15,000 without the prior written approval of Jenny/BAC Killam. Such payment constitutes complete compensation for all Services, materials, equipment, expenditures, labor, overhead, and profit, except as otherwise specifically provided in this Attachment B.

Reimbursable Expenses for the Subcontractor shall be compensated for amounts expended in accordance with NYC Comptroller's Office Directive 6, which can be found at the following website:

http://www.comptroller.nyc.gov/bureaus/acc/directive_06_disclaimer.shtm

Travel reimbursement is subject to the United States General Services Administration (GSA) Per Diem Rates (www.gsa.gov).

Receipts for travel are required, including, but not limited to, hotel, airfare, meals, tolls, and parking.

ATTACHMENT B

Scope of Services

The Services to be provided by Galyen Rippentrop shall include reviewing information, travel to TRC meeting(s), participation in the TRC, and providing input to report prepared by others.

Jenny/BAC Killam

A Joint Venture

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

February 27, 2012

Honorable Carter H. Strickland, Jr.
NYC Department Environmental Protection
59-17 Junction Boulevard, 17th Floor
Flushing, NY 11368

Re: **Insurance Coverage
for Subcontractors**

Project: EE-GEO-03
Contract: Geotechnical Engineering
Services for Water Tunnel
Construction
Reg. No.: CTC 82620060020284

Attn: Elissa Stein Cushman
Assistant Counsel

It is planned that the following subcontractors will a member on the Technical Review Committee (TRC) providing services under the above-referenced contract to assist the NYCDEP in reviewing information, participation in TRC meetings, and providing input to report prepared by others.

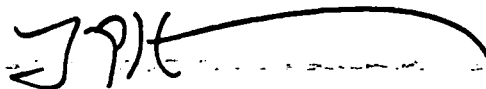
Subcontractor

Gowring, Michael
Heuer, Ronald
Kimball, Richard
Rippentrop, Galen

Jenny/BAC Killam, A Joint Venture is asking that the insurance requirements to maintain professional liability coverage, commercial general liability coverage, and business auto coverage under the above-referenced contract be waived. I respectfully request your approval of these waivers since their services entails only the above described services. Additionally, each of the subcontractor listed above will have no employees, will not be driving in the field under this assignment, and the services they will provide will not be of a design nature.

Thank you.

Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edison Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
Cell 973.699.4386
Email tkwiatkowski@jennyeng.com

Enclosures

— A JOINT VENTURE —
Jenny Engineering Corporation & BAC Killam Inc.
In association with Baker Engineering NY, Inc.

Jenny/BAC Killam

— A Joint Venture —

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

February 27, 2012

Honorable Carter H. Strickland, Jr.
NYC Department Environmental Protection
59-17 Junction Boulevard, 17th Floor
Flushing, NY 11368

Re: **Insurance Coverage
for Subcontractors**

Project: EE-GEO-03
Contract: Geotechnical Engineering
Services for Water Tunnel
Construction
Reg. No.: CTC 82620060020284

Attn: Elissa Stein Cushman
Assistant Counsel

It is planned that the following subcontractors will a member on the Technical Review Committee (TRC) providing services under the above-referenced contract to assist the NYCDEP in reviewing information, participation in TRC meetings, and providing input to report prepared by others.

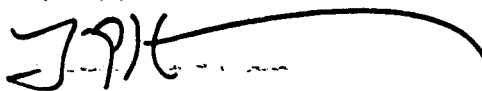
Subcontractor

Gowring, Michael
Heuer, Ronald
Kimball, Richard
Rippentrop, Galen

Jenny/BAC Killam, A Joint Venture is asking that the insurance requirements to maintain professional liability coverage, commercial general liability coverage, and business auto coverage under the above-referenced contract be waived. I respectfully request your approval of these waivers since their services entails only the above described services. Additionally, each of the subcontractor listed above will have no employees, will not be driving in the field under this assignment, and the services they will provide will not be of a design nature.

Thank you.

Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edison Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
Cell 973.699.4386
Email tkwiatkowski@jennyeng.com

Enclosures

— A JOINT VENTURE —
Jenny Engineering Corporation & BAC Killam Inc.
In association with Baker Engineering NY, Inc.

Jenny/BAC Killam

— A Joint Venture —

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

February 27, 2012

Honorable Carter H. Strickland, Jr.
NYC Department Environmental Protection
59-17 Junction Boulevard, 17th Floor
Flushing, NY 11368

Re: Insurance Coverage
for Subcontractors

Project: EE-GEO-03
Contract: Geotechnical Engineering
Services for Water Tunnel
Construction
Reg. No.: CTC 82620060020284

Attn: Elissa Stein Cushman
Assistant Counsel

It is planned that the following subcontractors will a member on the Technical Review Committee (TRC) providing services under the above-referenced contract to assist the NYCDEP in reviewing information, participation in TRC meetings, and providing input to report prepared by others.

Subcontractor

Gowring, Michael
Heuer, Ronald
Kimball, Richard
Rippentrop, Galen

Jenny/BAC Killam, A Joint Venture is asking that the insurance requirements to maintain professional liability coverage, commercial general liability coverage, and business auto coverage under the above-referenced contract be waived. I respectfully request your approval of these waivers since their services entails only the above described services. Additionally, each of the subcontractor listed above will have no employees, will not be driving in the field under this assignment, and the services they will provide will not be of a design nature.

Thank you.

Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edison Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
Cell 973.699.4386
Email tkwiatkowski@jennyeng.com

Enclosures

— A JOINT VENTURE —
Jenny Engineering Corporation & BAC Killam Inc.
In association with Baker Engineering NY, Inc.

Jenny//BAC Killam

A Joint Venture

475 Park Avenue South, 10th Floor
New York, NY 10016-6901
Tel (212) 532-4111 • Fax (212) 532-3973

February 27, 2012

Honorable Carter H. Strickland, Jr.
NYC Department Environmental Protection
59-17 Junction Boulevard, 17th Floor
Flushing, NY 11368

Re: **Insurance Coverage
for Subcontractors**

Project: EE-GEO-03
Contract: Geotechnical Engineering
Services for Water Tunnel
Construction
Reg. No.: CTC 82620060020284

Attn: Elissa Stein Cushman
Assistant Counsel

It is planned that the following subcontractors will be a member on the Technical Review Committee (TRC) providing services under the above-referenced contract to assist the NYCDEP in reviewing information, participation in TRC meetings, and providing input to report prepared by others.

Subcontractor

Gowring, Michael
Heuer, Ronald
Kimball, Richard
Rippentrop, Galen

Jenny/BAC Killam, A Joint Venture is asking that the insurance requirements to maintain professional liability coverage, commercial general liability coverage, and business auto coverage under the above-referenced contract be waived. I respectfully request your approval of these waivers since their services entails only the above described services. Additionally, each of the subcontractor listed above will have no employees, will not be driving in the field under this assignment, and the services they will provide will not be of a design nature.

Thank you.

Very truly yours,



Thomas P. Kwiatkowski, P.E.
Project Manager
Jenny/BAC Killam, A Joint Venture
c/o Jenny Engineering Corp.
2 Edison Place
Springfield, NJ 07081
Office 973.379.6699 ext. 110
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Email tkwiatkowski@jennyeng.com

Enclosures

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