## BOARD OF LEGISLATORS <br> COUNTY OF WESTCHESTER

Your Committee is in receipt of a transmittal from the County Attorney, pursuant to Section 158.11(5) of the Westchester County Charter for the adoption of an Act which, if adopted by this Board, would authorize the Westchester County Attorney to settle the claims of E.E. Cruz \& Company, Inc. ("Cruz") against the County of Westchester (the "County") for additional compensation under Contract No. 11-503-REV (the "Contract") for Rehabilitation of the Fulton Avenue Bridge over Hutchinson River (BIN 3348220), City of Mount Vernon and Village of Pelham Manor (the "Project").

By a resolution approved on May 12, 2016, the Board of Acquisition and Contract awarded the Contract for the Project to Cruz for the sum of $\$ 14,816,000.00$. The scope of work for the Project included the removal and replacement of the steel bridge deck, stringers and bracing, sidewalk panels and various secondary members of the Fulton Avenue Bridge (the "Bridge"), a bascule movable bridge over the Futchinson River.

On or about February 2, 2020, Cruz submitted to the Commissioner of the Department of Public Works and Transportation (the "Commissioner") a verified statement in the form of a "Final Application for Payment," along with accompanying materials for this consideration, listing the following two (2) separate claims for additional compensation with respect to work performed by Cruz on the Project seeking additional payment under Contract Item Nos. 589.01, 800.23 and 800.34 for the total sum of $\$ 1,744,719.00$ (the "Claims"):

## 1. Removal of Existing Steel - Contract Item 589.01.

This claim concerns the removal of existing steel from the Bridge. For Contract Item 589.01, the County's engineering consultant, Henningson, Durham \& Richardson Architecture and Engineering, in association with HDR Engineering Inc. ("HDR"), provided the approximate
quantity of 178,684 pounds of existing steel to be removed from the Bridge with the "Pay Unit" being measured in pounds. In its bid for the Project, Cruz provided a "Unit Bid Price" of $\$ 8.00$ per pound resulting in an "Amount Bid" of $\$ 1,429,472.00$ for the removal of existing steel from the Bridge. To date, Cruz has been paid $\$ 1,429,472.00$ for the removal of 178,684 pounds of steel; however, Cruz seeks an additional payment of $\$ 1,292,000.00$ from the County, claiming that it removed a total of 340,184 pounds of existing steel from the Bridge, or 161,500 pounds over and above the amount approximated by HDR.
2. Floorbeam 5 Interferences - Item Nos. 800.23 and 800.34 .

This claim concerns in-field modifications along the upper and lower flanges of the Bridge's Floorbeam 5. The in-field modifications were required when the upper and lower flanges made contact with separate joints during test operations on November 13, 2017 and February 15, 2018, respectively. Cruz claims that the interferences were the result of errors in the design documents prepared by HDR, and claims that it is entitled to additional compensation in the total sum of $\$ 452,718.00$ for the resulting in-field modifications.

Your committee has been informed that the Commissioner issued a determination (the "Determination") with respect to the Claims for additional compensation under Contract Item No. 589.01, 800.23 and 800.34 on August 27, 2020, finding as follows:

## 1. Removal of Existing Steel - Item 589.01.

The total amount of existing steel Cruz removed from the Bridge was $311,402.2$ total pounds-an overrun of $132,718.2$ pounds from the original estimate provided by HDR. Applying the $\$ 8.00$ per pound figure bid by Cruz, Cruz is entitled to additional payment of $\$ 1,061,745.60$ for the removal of existing steel from the Bridge pursuant to the terms of the Contract.
2. Floorbeam 5 Interferences - Item Nos. 800.23 and 800.34 .

Cruz is not entitled to additional compensation for the in-field modifications performed by Cruz with respect to Contract Item Nos. 800.23 and 800.34 .
3. Disincentive Assessment - Item No. 698.93940015 .

Under Contract Item No. 698.93940015 , substantial completion of the project was required on or before November 22, 2017. The work was not substantially complete until May 24, 2018183 days beyond the substantial completion date. Accordingly, pursuant to a Special Notice annexed to the Project's bid specification, a disincentive assessment of $\$ 2,000.00$ per day must be applied, reducing the sum due Cruz under Contract Item No. 589.01 to $\$ 695,745.60$ (183 days x \$2,000/day).

Cruz, thereafter, advised that it disagrees with the Commissioner's determination and intends to challenge the determination via an Article 78 proceeding.

The Department of Law, the Department of Public Works, and the principals of Cruz have engaged in negotiations in order to avoid the potential additional expense of litigation. These negotiations have resulted in a proposed agreement (the "Settlement Agreement") to settle Cruz's Claims, conditioned on this Honorable Board's approval. Pursuant to the proposed Settlement Agreement, the County is to pay Cruz the sum of $\$ 850,000.00$ in full and final satisfaction of its Claims. The County's engineer for the Project, HDR, is to contribute $\$ 154,254.40$ to the $\$ 850,000.00$ settlement amount with Cruz via direct payment to the County pursuant to a separate agreement with the County, which is the subject of separate legislation being submitted to your Honorable Board for approval simultaneously with this legislative package. In consideration of the $\$ 850,000.00$ payment to Cruz, Cruz and the County will release each other from all claims
related to Cruz's Claims, and the County will rescind and retract the disincentive assessment made within the Commissioner's Determination, identified as Item No. 698.93940015.

Your Committee has come to the determination that entering into the Settlement Agreement, without incurring the potential additional expense of further litigation, hearing, or adjudication of any issues of fact or law, is in the best interest of the County.

Your Committee recommends that this Board approve the accompanying Act authorizing the County to settle the Claims of Cruz.

An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York

$B$


Committee on
Law Major Contracts


Dated: March 15, 2021
White Plains, New York
The following members attended the meeting remotely, as per Governor Cuomo's Executive Order 202.1 and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee (s) on:

Law \& Major Contracts


Budget \& Appropriations

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Catherine F. Parker
Bovid cubist


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AN ACT authorizing the County
Attorney to settle on behalf of the County of Westchester the claims of E.E. Cruz \& Company, Inc. against the County for additional compensation under Contract No. 11-503-REV for Rehabilitation of the Fulton Avenue Bridge over Hutchinson River (BIN 3348220), City of Mount Vernon and Village of Pelham Manor, New York.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:
Section 1. The County Attorney is hereby authorized to settle the claims of E.E. Cruz \& Company, Inc. for additional compensation under Contract No. 11-503-REV for Rehabilitation of the Fulton Avenue Bridge over Hutchinson River (BIN 3348220), City of Mount Vernon and Village of Pelham Manor, New York, (the "Contract") alleged by Cruz in its verified statement in the form of a "Final Application for Payment," dated February 2, 2020, revised July 2, 2020, with respect to Contract Item Nos. 589.01, 800.23 and 800.34 (the "Claims"), by the payment of $\$ 850,000.00$ in full and final satisfaction of the Claims, with the County's engineer for the Project, Henningson, Durham \& Richardson Architecture and Engineering, in association with HDR Engineering, Inc., contributing $\$ 154,254.40$ of the $\$ 850,000.000$ payment, and Cruz and the County releasing each other from all claims related to Cruz's Claims, and the County rescinding and retracting the disincentive assessment made in the Commissioner of Public Works and Transportation's Determination, dated August 27, 2020, identified as Item No. 698.93940015.
§2. The County Attorney, or his designee, is hereby authorized to execute and deliver all documents and take such actions as the he deems necessary and desirable to accomplish the purposes hereof.
§3. This Act shall take effect immediately.

In the Matter of the Claim of:
E.E. Cruz \& Company, Inc. for Additional Compensation
under Westchester County Contract No. 11-503-REV
for Rehabilitation of the Fulton Avenue Bridge
Over Hutchinson River (BIN 3348220), City of
Mount Vernon and Village of Pelham Manor, New York.

COMMISSIONER'S
DETERMINATION
------------------------------------------------------------------------------

## I. AUTHORITY

By a resolution duly approved on May 12, 2016, the Westchester County Board of Acquisition and Contract (the "County Board") awarded Contract No. 11-503-Rev. for Rehabilitation of the Fulton Avenue Bridge over Hutchinson River (BIN 3348220), City of Mount Vernon and Village of Pelham Manor, New York, to E.E. Cruz \& Company, Inc. in the sum of $\$ 14,816,000.00$.

Pursuant to the May $12^{\text {th }}$ Resolution, the County of Westchester (the "County") executed Contract 11-503-REV with E.E. Cruz \& Company, Inc., which included the following: (i) the Agreement, dated May 12, 2016 (the "Agreement"), (ii) Information for Bidders, (iii) General Clauses, (iv) Special Clauses, (v) Specifications, (vi) Itemized Proposal, and (vii) Plans and issued Addenda (collectively referred to as the "Contract").

As a condition precedent to receiving final payment under the Contract, the Contractor is required to submit a supplementary verified statement that includes all claims that accrued between substantial completion and final completion of the project. Information for Bidders, § 22(B). Only claims particularly identified on the Contractor's supplementary verified statement would be preserved; all other claims of whatever nature would be deemed waived and released. $I d$.

The Contractor submitted a Contractor's Certificate for Final Application for Payment, sworn to on February 2, 2020, along with accompanying materials, in support of its final claim for payment ("Final Application for Payment"). A copy of the Final Application for Payment is annexed as Exhibit "A." In paragraph 4 of the Final Application for Payment, the Contractor listed the following unpaid bills and liabilities:

| Claims No. | Name of Claimant | Purposes | Amount |
| :---: | :---: | :---: | :---: |
| 1. | E.E. Cruz | 589.01-Removal of existing steel | \$1,292,000. |
| 2. | E.E. Cruz | FB 5 Interferences | \$452,718. |
| 3. | E.E. Cruz | Final Retainage Release | \$148,160. |
|  |  | TOTAL | \$1,892,878. |

Accompanying the Final Application for Payment, the Contractor submitted the following materials in support of Claim Nos. (1) and (2):

1. Letter Log No L-022, dated February 12, 2020, re: Contract No. 11-503-REV, Rehabilitation of Fulton Avenue Bridge over Hutchinson River Item 589.01Removal of Existing Steel- Additional Quantities, a copy of which is annexed as Exhibit "B" ("Letter Log No. L-022").
2. Letter Log No. L-23, dated February 12, 2020, re: Contract No. 11-503-REV, Rehabilitation of Fulton Avenue Bridge over Hutchinson River- 800.23 - Floor Beam 5 Upper Flange Interference and 800.34 - Floor Beam 5 Bottom Flange Interference, a copy of which is annexed as Exhibit "C" ("Letter Log No. L-23").

The Commissioner of the Department of Public Works and Transportation (the "Commissioner") is authorized to render a full and final determination as to any and all disputes pursuant the following provision in the Contract:
> "[S]hould any dispute arise respecting the true construction, interpretation or meaning of the Contract plans, specifications or conditions herein, or the measurement for the payment thereunder, same shall be referred to and decided by the said Commissioner and his decision hereon shall be final and conclusive upon the parties hereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. This provision shall also apply to the true value of any duly authorized extra work or any work permitted by agreement in case any work shall be ordered performed, or any work called for shall be so omitted under and upon the direction of said Commissioner."

Agreement, p. 8 (emphasis added).
In accordance with the authority granted to the Commissioner pursuant to the Contract, I have fully reviewed the claims submitted by E.E. Cruz \& Company, Inc. (the "Contractor"). After careful consideration, the following constitutes my full and final determination with respect to the Contractor's Claim Nos. 1 and 2; a separate determination shall be rendered with respect to the Contractor's Claim No. 3.

## II. FACTS

By the May $12^{\text {th }}$ Resolution, the County Board awarded the Contract to the Contractor for the sum of $\$ 14,816,000.00$. The scope of work for the rehabilitation of the Fulton Avenue bridge (the "Bridge"), a bascule movable bridge, over the Hutchinson River (the "Project") included the removal and replacement of the Bridge's "steel bridge deck, stringers and bracing, sidewalk panels and various secondary members...[and] both approach spans...." General Requirements to the Contract, para. 1.

Upon its submission of the Contractor's Final Application for Payment and Letter Log Nos. L-022 and L-023, the Contractor seeks an additional payment under Contract Item Nos. 589.01 (Claim No.1), as well as 800.23 and 800.34 (Claim No. 2) for the total sum of \$1,744,718.30.

## a. Claim No. 1 - Item No. 589.01 - Removal of Existing Steel.

Item No. 589.01 concerns the removal of existing steel from the Bridge. For Item No. 589.01 , the County provided the "approximate" quantity of 178,684 pounds of existing steel with the "Pay Unit" being measured in pounds. In its bid for the Project, the Contractor provided a "Unit Bid Price" of $\$ 8.00$ per pound resulting in an "Amount Bid" of $\$ 1,429,472.00$ for the removal of the 178,684 pounds of existing steel approximated by the County's engineering consultant, HDR Engineering Inc. (the "Engineer").

To date, the Contractor has been paid $\$ 1,429,472.00$ for the removal of 178,684 pounds of steel.

The Contractor seeks an additional payment of $\$ 1,292,000.00$ from the County for the removal of existing steel under Item No. 589.01 and seeks a determination with respect to same by submission of Letter Log No. L-022. Specifically, the Contractor claims that it removed a total of 340,184 pounds of existing steel from the Bridge, or 161,500 pounds over and above that which was approximated by the Engineer. Notwithstanding its estimation, the Contractor claims that the County acknowledged a total existing steel removal quantity of 320,263 pounds and requests a minimum payment of $\$ 1,132,632.00$ under Item No. 589.01 , calculated as an additional 141,579 pounds at the Unit Price of $\$ 8.00 /$ pound. The Contractor has not annexed any support for its 340,184 pound estimation, or any support for its claim that the County has acknowledged and agreed that 320,263 pounds of steel were removed, to its application for additional payment under Item No. 589.01.

The County, in turn, does not deny that at the point in time the 178,684 pounds of steel was removed that amount represented only part of the amount of the steel that needed to be removed, and the removal of the existing steel had not been completed. However, the County disputes the quantity of additional existing steel the Contractor claims it removed.

The Engineer calculates that the Contractor removed a total of $311,402.2$ total pounds of steel from the Bridge-an overrun of $132,718.2$ pounds from the original estimate provided by the County. The County furthermore claims that it never acknowledged and/or agreed that 320,263 pounds of steel were removed from the Bridge. Rather, the County agrees that it discussed the 320,263 quantity number with the Contractor, but that this was done prior to the Engineer fully examining the item in detail and analyzing each component of the quantity of steel involved. The County refers to a September 16, 2019 email to the Contractor, a copy of which is annexed as Exhibit "D", in which the Project Engineer provides the basis for its calculation that the total quantity of steel removed was $311,402.2$ pounds. The County claims that the $311,402.2$ poundage was determined by using balancing calculations provided by the Contractor, and then deducting quantities not payable per the Project specifications (i.e.,
concrete, welds, bolts, etc.). The County, by the Engineer, offers a detailed estimation resulting in the quantity alleged, a copy of which is annexed hereto as Exhibit "E".
b. Claim No. 2 - Item Nos. 800.23 and 800.34 - Floor Beam 5. Upper and Bottom Flange Interference.

Item Nos. 800.23 and 800.34 concern in-field modifications along the upper and lower flanges of the Bridge's Floorbeam 5 for which the Contractor claims it is due payment under the Contract. Upon its submission of Letter Log No. L-023, the Contractor seeks payment under Item Nos. 800.23 and 800.34 of $\$ 61,280.03$ and $\$ 391,438.27$, respectively.

## i. Item No. 800.23 - Floor Beam 5 - Upper Flange Interference.

This claim concerns a constructability interference, which occurred when the Contractor attempted to raise the Bridge to prepare for an incoming barge on November 13, 2017. Specifically, upon attempting to raise the Bridge, it was discovered that a floor beam flange on both the East and West spans of the Bridge were coming into contact with a joint requiring the Contractor to cut the floor beam flange to enable the Bridge to continue to raise. The Contractor claims that the design documents of the Engineer were not clear on the measurements and are the cause of the interference, and subsequent additional work required. The County, however, claims that the Contractor is at fault because the Contractor was required to conduct contractually required surveys and confirm all measurements prior to fabricating the replacement portions of the Bridge and attempting to raise the Bridge. The County claims that if the Contractor conducted the required survey(s) and confirmed the measurements in advance as required, it would have discovered the issue, it could have requested prior clarification, and it could have avoided any costs associated with the interference.

## ii. Item No. 800.34 - Floor Beam 5-Bottom Flange Interference.

This claim concerns a constructability interference, which occurred during a test operation of the Bridge on February 15, 2018. Specifically, the bottom flange of Floorbeam 5 on both the East and West spans of the Bridge interfered with the counter-weight slab armor joint, preventing same from opening to its predetermined seventy (70) degree mark; thus, requiring the Contractor to cut three (3) inches of steel from each corresponding flange as both the Pelham Manor span and Mount Vernon Span of the Bridge were affected. This, however, affected the integrity of the flange as a whole, requiring the Contractor to drill steel on the other side of the flange in order to reinforce the flange and the beam. The Contractor again claims that the interference stems from a flaw in the designs provided by the Engineer. The County again claims that the Contractor is at fault because the Contractor was required to conduct contractually required surveys and confirm all measurements prior to fabricating the replacement portions of the Bridge and attempting to raise the Bridge, which would have thus discovered the issue in advance, could have requested prior clarification, and avoided the subsequent costs associated with the interference claimed by the Contractor.
c. Item No. 698.93940015 - Disincentive Assessment.

There is another Item No. that affects the County's ability to make any payments to the Contractor under the Contract that that must be analyzed.

Item No. 698.93940015 concerns "incentive payments/disincentive assessments for work subject to the Special Note 'Incentive/Disincentive Clause.'" Itemized Proposal, p. 6.

The Contract provides that "[1]ate completion of I/D work will result in a disincentive assessment which will be deducted from money due to the contractor." Special Notice, p. 2.

I/D Work is defined to include "all work relating to the closure of the Fulton Avenue Bridge to two-way vehicular and pedestrian traffic as detailed in the reference contract plans" (the "I/D Work"). Id.

The Contract provides for an assessment in the sum of $\$ 2,000.00$ per day (the "Daily Cost") beginning the calendar day subsequent to Wednesday November 22, 2017 and continuing each day thereafter until the I/D Work is substantially completed to the satisfaction of the Engineer. Id. at p.1. Substantial completion is defined as the date upon which the Bridge is "successfully opened 9 out of 10 times, under normal operating conditions from the new operator's house, within a 4-hour window." Id. at p. 2-3. The Engineer is the sole authority in determining when the work is substantially complete. Id. at p. 3.

Moreover, the Contract provides:
"Failure to substantially complete any I/D work within the number of consecutive calendar days specified will result in the daily cost specified for that work in the special note "DESCRIPTION OF I/D WORK" being assessed for every calendar day in excess of the number of consecutive calendar days specified, up to the time when the work is substantially complete. THERE IS NO LIMIT ON THE AMOUNT OF DISINCENTIVE ASSESSMENT."

## Id. at p. 3 (emphasis in the original).

## III. DISCUSSION

The Commissioner's determination is ultimately guided by the terms of the Contract itself, which includes the drawings, plans and specifications.

## a. Claim No. 1 - Item No. 589.01 - Removal of Existing Steel.

The general rule is that unit price contracts entitle a contractor to payment for work completed, at the agreed-upon unit price, even in circumstances in which the amount of work is considerably in excess of the estimates. In such a case, the contractor is entitled to the unit price bid, but not to any unforeseen damages, lost profit or additional costs or materials.

Here, the Contract is subject to the Contractor's "Itemized Proposal" with unit prices bid for each work item. As such, it is a unit price contract subject to the following covenants as set forth in the Contract:

The County covenants and agrees with the said Contractor, in consideration of the covenants and agreements herein being strictly and in all respects complied with by the said Contractor as specified, that it will well and truly pay unto said Contractor the unit prices set forth in the Proposal for the various items included in the Contract. Agreement, p. 2.

The Contractor will accept the unit prices named in the proposal for all additions to or deductions from the original quantities as given in the specifications. It is agreed that the Commissioner will make estimates of the value for the work completed as provided in the specifications and the final estimate will be made accordingly. Agreement, p. 4.

If the various parts of the work have been divided into classes and/or items to enable the bidder to bid for different portions of the work in accordance with its estimate of their costs, in the event of any increase or decrease in the quantity will be paid for at the price bid for that particular item. The sum of the amount for each class or item, obtained by multiplying the approximate quantity by the unit price, shall constitute the total sum bid. Information to Bidders, § 13.

Pursuant to the terms of the Contract, the Contractor is entitled to payment for the removal of quantities of steel over and above the approximate quantity provided by the County under Item 589.01 at the "Unit Bid Price" of $\$ 8.00$ per pound.

Notwithstanding the foregoing, the Contractor failed to provide any support whatsoever in its application for additional payment to substantiate its claim that it removed 340,184 pounds of steel. Nor has the Contractor provided any support for its claim that the County acknowledged a quantity of 320,263 . Indeed, the only support annexed to its application for payment were excerpts of Contract provisions supporting its claim for additional payment at the Unit Bid Price of $\$ 8.00$ /pound; nothing to support the actual estimate that it alleges.

The County, on the other hand, supports its claim with a communication to the Contractor advising of its $311,402.2$ estimation as well as a detailed analysis of how it reached said estimation. As such, it is my determination that the Contractor is entitled to additional payment of $\$ 1,061,745.60$ under Item 589.01 , calculated as an additional 132,718.2 pounds of steel removed at a Unit Bid Price of $\$ 8.00$ /pound.
b. Claim No. 2 - Item Nos. 800.23 and 800.34 - Floor Beam 5 - Upper and Bottom Flange Interference.

The terms of the Contract are clear; to wit: the relevant terms of the Contract are as follows:

Agreement, p. 2:
The Contractor acknowledges receipt of the "Information for Bidders, General and Special Clauses, Specification, Proposal and Plans" relating to this Contract, as well as all issued Addenda thereto, all of which are expressly incorporated in this Contract as if fully set forth herein.

Agreement, p. 9:
The Contractor by the submitting of bids and execution of this Contract hereby covenants and agrees that he has examined the plans, specifications and the site work, as to local conditions, difficulties and accuracy of approximate estimate quantities and does hereby further covenant and agree that he will not make any claim for damages by reason of any such local conditions, difficulties or variation of approximate estimate of quantities.

Special Clauses, para. 34:
The detail plans and specifications for the contract have been prepared with care and intended to show as clearly as is practicable the work required to be done. The contractor must realize however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Engineer and in accordance with his instructions and the contract specifications.

Drawing No. S-03, Sheet No. 14 of 159, Note 16 (emphasis added):
These contract documents have been prepared based on field inspections and original contract plans. Actual field conditions may require modifications to construction details and work quantities. The Contractor shall perform work in accordance with field conditions. Bidders shall visit the site of the Project before submitting a proposal to ascertain the work extents.

Drawing No. G-03, Sheet No. 3 of 159, Notes 3 and 4 (emphasis added):
Note 3: The Contractor shall verify dimensions necessary for the proper fit of concrete and steel elements prior to the fabrication of the steel. The cost of field verifying dimensions shall be included in the price bid for structural steel items.

Note 4: Horizontal, vertical, and detail dimensions and elevations shown on these plans have been obtained from the available drawings of the existing structures, and from other sources. The Contractor shall perform a field survey to establish base lines and control points and to verify all existing dimensions affecting fabrication and construction. Submit this field survey to the Engineer before shop and construction drawings are started. The Contractor shall fabricate all materials
in accordance with their own measurements and be responsible for proper fit of all work. The Engineer's approval of shop drawings shall not relieve the Contractor of this responsibility.

In accordance with the unambiguous terms of the Contract cited above, the Contractor's claims for additional compensation under Item Nos. 800.23 and 800.34, respectively, is without merit.

As described above, the primary guide in determining whether a contractor is entitled to receive additional compensation is the contract itself. Here, the Contractor agreed that the Contract, and its obligations pursuant to same, consisted of its adherence to the terms and conditions stated in all specifications and plans. Pursuant to the Project plans and specifications cited above, it was incumbent upon the Contractor to verify all dimensions prior to fabrication; it was furthermore incumbent upon the Contractor to include the cost of same in the Amount Bid, and to conduct all necessary and proper surveys to verify field conditions. These Contract provisions clearly and unambiguously establish that the parties intended for the Contractor to rely upon its own personal investigation, which included verifying conditions and dimensions which affect the Project. It necessarily follows then that the interferences to the upper and lower flange of Floorbeam 5 occurring during on November 13, 2017 and February 15, 2018 were either known or should have been known by the Contractor.

As such, the Contractor's claim for additional compensation under Item Nos. 800.23 and 800.34 is denied.

## c. Item No. 698.93940015 - Disincentive Assessment.

Under Item No. 698.93940015, substantial completion of all I/D Work was required on or before November 22, 2017. The work was not substantially complete until May 24, 2018 183 days beyond the required substantial completion date. Therefore, pursuant to the Special Notice section of the Contract, a disincentive assessment in the sum of $\$ 366,000.00$ ( 183 days $x$ $\$ 2,000 /$ day ) must be deducted from money due to the Contractor. The County offers the email, dated May 25, 2018, attached hereto as Exhibit " $G$ " in support of the May 24, 2018 substantial completion date.

## IV. CONCLUSION

Claim No. 1. - Deducting the $\$ 366,000.00$ disincentive assessment under Item No. 698.93940015 from the sum of $\$ 1,061,745.60$ due the Contractor under Item 589.01, it is the final determination of the Commissioner that the Contractor is entitled to a payment of $\$ 695,745.60$ under and pursuant to the terms of the Contract for Claim No. 1.

Claim No. 2 - It is the determination of the Commissioner that the Contractor is due no payment under Claim No. 2 - Item Nos. 800.23 and 800.34.

Dated: White Plains, New York
August 212020

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## EXHIBIT A

# DEPARTMENT OF PUBLIC WORKS - DIV. OF ENGINEERING COUNTY OF WESTCHESTER <br> CONTRACTOR'S CERTIEICATE <br> Final Application fot Payment 


(Name of Officet or Principal)
(Iitle)
of EE Cruz Co. Inc.
(Contractor)
. 32 Avenue of Americas, 13th Floor, New York, NY 10013
Under Contract No. 11-503 Rev (Address of Contractert ${ }^{\text {for }}$ for filitation of the Fulton
Avenue Bridge over Hutchinson River
(ritle of Conttact)
said Contract having been made between the said Contractor and the County of Westchester, do hereby certify and state with respect to work performed under said Contract through and including Final Estimate No. 24
dated October 28, 2019
(incorporated by reference) as follows:

1. That pursuant to Section $220-\mathrm{a}, 220 \mathrm{-b}, 220 \mathrm{c}$ of the Labot Law, I do hereby certify and state that the names and addresses of all approved subcontractors who performed work under this Contract are as follows:

See attached list

If further state that all of the above said subcontractors have been paid in full except for those listed in No. 2 below.
2. That pursuant to Section $220-\mathrm{a}, 220 \mathrm{-b}, 220 \mathrm{c}$ of the Labor Law, I do hereby certify and state that the following subcontractors who performed work under this final estimate number and who have not been paid in full are:
$\frac{\text { Name }}{\text { Verde Flectric }}$

Amount
In discussion with subcontractor

I further state that all of the above subcontractors will be paid under this final estimate.

Contract No. $\frac{11-503 \text { Rev }}{24}$
Estimate No. $\qquad$
3. That the following is a complete list of all amounts now due and owing from said Contractor to any and all laborers for daily or weekly wages or supplements on account of said contract through and including this final estimate.
$\frac{\text { Name }}{\text { N/A }}$

4. That the following is a full and tue statement of all unpaid bills and liabilities incurred on this contract covering work performed up to and including the above described final estimate.

5. That the Contractor submits this Certificate and accompanying material in support of his final claim for payment and the Contractor states that it has no other outstanding claims against the County in regard to the above-captioned contract.

STATE OF NEW YORK )
COUNTY OF WESTCHESTER) ss:
CITY OF New Yo uk
Pane Marino
being duly sworn, deposes and says that he is the
Treasurer

## (Title)

Contractor named in the foregoing Certificate and Statement and the person who executed the same; that he is duly authorized to execute said Certificate and Statement on behalf of said Contractor; that (s )he has read such Certificate and Statement subscribed by him (her) and knows the contents thereof; and that the same is true of his (her) own knowledge.

Subscribed and sworn to before me
This
 day of February $\qquad$ 1002020
An B. Wieland
Notary Public, Westchester County

## Rehabilitation of the Fulton Ave Bridge over Hutchinson River

Contract No. 11-503

| No. | Firm Name |
| :--- | :--- |
| 1 | 50 STATES |
| 2 | ABATEMENT UNLTD |
| 3 | CHAMPION PAINTING |
| 4 | CUSTOM EXTERIOR |
| 5 | CUSTOM MARINE |
| 6 | GIBRALTER |
| 7 | GRESHAM |
| 8 | JC MACHINE WORKS |
| 9 | M\&H CONTRACTING |
| 10 | MENGLER |
| 11 | VERDE ELECTRIC |

## EXHIBIT B

Mr. Hugh J. Greechan, Jr. P.E.
County of Westchester
Department of Public Works and Transportation
148 Martine Ave., Rm. 518
White Plains, NY 10601
Re: Contract No. 11-503-REV, Rehabilitation of the Fulton Avenue Bridge Over Hutchinson River Item 589.01 - Removal of Existing Steel - Additional Quantities

Dear Mr. Greechan:
Further to our numerous meetings on this subject and in connection with the referenced contract, E.E. Cruz \& Company, Inc. ("E.E. Cruz") disputes the County of Westchester's refusal to issue payment for additional quantities of item 589.01 - Removal of Existing Steel at the unit price indicated in E.E. Cruz's proposal. Pursuant to the contract executed between the County of Westehester and E.E. Cruz on May 12, 2016, the County explicitly agreed to issue payment at the unit prices set forth in the proposal for all additions to the original quantities. Moreover, E.E. Cruz is required to accept such unit prices for additional quantities. Specific reference is made to page four of the contract (Exhibit 1) which states;
"....between the parties to this Contract that the Contractor will accept the unit prices named in the proposal for all additions to or deductions from the original quantities as given in the specifications. It is agreed that the Commissioner will make estimates of the value for the work completed as provided in the specifications and the final estimate will be made accordingly."

Furthemore, paragraph 10 of the Proposal Requirements (Exhibit 2) states;
"... undersigned does hereby agree to accept their indicaled lump sum price for the total work andor their indicated unit prices for various items of the work as the sole basis in determination of the value of addition to, or deduction from the specified scope of contract work"

Information for Bidders, Article 19 - Increase or Decrease of Quantities: Elimination of Items (Exhibit 3) states;
"...the Contractor agrees that quantifies shown on the Propasal Pages opposite items of the work for which unit prices have been requested are approximate estimated quantities, and during the progress of work the County may find it advisable and shall have the right to...increase and decrease the shown approximate estimated quantilies...
The Contractor shall make no claim for anticipated profits or loss of proftts, because of any difference. between the quantities of various classes of work actually done..."
E.E. Cruz is merely seeking exactly what the contract requires: payment of additional quantities at the unit price bid. There simply is no contractual basis for denying payment of the additional quantities under item 589.01 at the unit prices set forth in E.E. Cruz's proposal.

It has been over 2 years since EE Cruz have removed existing steel identified on contract drawings and requested payment under 589.01 - Removal of Existing Steel bid item. Contract quantity for this bid item is $178,684 \mathrm{lbs}$ and Westchester County has paid EE Cruz up to this bid quantity.

EE Cruz removed $340,184 \mathrm{lbs}$ of existing steel and requested an additional payment under the referenced bid item for $161,500 \mathrm{lbs} @ \$ 8 / \mathrm{lb}=\$ 1,292,000$. Westchester County has acknowledged total existing steel removal quantity as $320,263 \mathrm{lbs}$, but only paid EE Cruz up to the contract quantity.

Pursuant to the contract requirements stated above, we hereby request immediate payment for this bid item at a minimum up to the undisputed quantity of $320,263 \mathrm{lbs}$ as acknowledged by Westchester County for a total of $\$ 1,132,632$

EE Cruz reserves all of its rights not only to payment for additional quantities under this bid item, but also for the interest charges for over two years for monies withheld unfairly despite crystal clear contract language.

If you have any questions regarding our request herein, please do not hesitate to call Kadir Ozbek at 917-335 2388.

Very truly yours,


> Paul Marino

Treasurer
E.E. Cruz and Company, Inc.

CC: R. Donnelly, K. Roseman (WC)<br>JohnPaul Cunningham (HDR)<br>J, Sheehan, Bill Riley (EEC)<br>P. Monte, J. Egan, Esq.

EXHIBIT C

February 12, 2020
Letter Log No L-023

Mr. Hugh J. Greechan, Jr. P.E.<br>County of Westchester<br>Department of Public Works and Transportation<br>148 Martine Ave., Rm. 518<br>White Plains, NY 10601

Re: Contract No. 11-503-REV, Rehabilitation of the Fulton Avenue Bridge Over Hutchinson River 800.23 - Floor Beam 5 Upper Flange Interference
800.34 - Floor Beam 5 Bottom Flange Interference

Dear Mr. Greechan:
Further to our numerous meetings on this subject and in connection with the referenced contract, E.E. Cruz \& Company, Ine. ("EEC") disputes the County of Westchester"s (WC) refusal to issue payment for additional cost incurred due to in-field modifications required along the top and bottom flanges of Floorbeam 5 (FB5). Below we remind you of the time line of events on this subject and the fact that WC was given due notice as detailed on the attached Exhibits.

## Time line of events:

- 11/13/2017-EEC discovered multiple constructability interferences during the operation of the bridge.
- 11/16/2017 - EEC put HDR/WC on notice regarding constructability interferences related to FB5 and requested a change order (Exhibit 1).
- 11/22 thru 12/07/17-EEC incurred costs with respect to these interferences and remedy work that was necessary to make the bridge operational for barge traffic. These additional costs were documented on T\&M sheets and submitted to WC.
- 12/7/2017 - EEC submitted its letter L-016 and informed HDR/WC of costs it had incurred between 11/22 and 12/07 and requested compensation (Exhibit 2)
- On 02/15/2018 via an email, EEC informed HDR/WC of further interferences related to FB5 stating "...during final balancing of the Mount Vernon Leaf (West Side) we noticed that at 53 degrees the bottom flange of FB5W was bidding against the top flange of counter weight slab armored joint. We couldn't raise the leaf any further in order to reach the 70 degree required per spec..." (Exhibit 3)
- On or about 4/9/2018, HDR issued a DRAFT drawing showing Upper Flange Interference (previously removed between $11 / 22$ and 12/7) and contemplated removal of the bottom flange to address recent interference issue (Exhibit 4).
- 4/11/2018-EEC submitted its letter L-018 and informed HDR/WC of the direct and indirect (time related) costs of this FB5 bottom flange interference (Exhibit 5).
- 6/4/2018 - HDR issued its findings related to FB5 interference (Exhibit 6). These findings can be summarized as follows:
- Referred to the complicated nature of the problem and several site visits and surveys conducted by 50 States (EEC's survey sub), M.I. Engineering (HDR sub) and HDR itself
- Acknowledged the FB5 interference and the necessity to cut bottom flange by $37 / 8^{\circ \prime}$
- HDR was able to confirm that the top of deck at the trunnion location is approximately 2' $-6 \frac{1 / 2 "}{}$ above the centerline of trunnion, which HDR claimed to be consistent with the trunnion location identified in the 1971 as-built plans and the dimension HDR utilized in the original design plans.
- HDR provided a model depicting how the leaf would have cleared FB5 based on these dimensions (which they believed are to be correct)
- HDR concluded its letter by putting blame on EEC for not performing condition surveys in two stages and contemplated that this issue would have been recognized and mitigated ahead of time
- 6/12/2018 - EEC issued a detailed response to HDR's letter (Exhibit 7):
- Compared As-Built drawings and Contract drawings and clearly and unarguably showed that HDR's new design reduced available distance between existing FB5 and newly constructed fixed edge of the deck joint by $29 / 16^{\prime \prime}$
- Pointed out to two issues represented on HDR's letter:

1. HDR's model used the deck joint at the location shown on the current contract drawings, which is not the case as proven by as-built drawings
2. HDR's flawed model still only yielded to a $1 / 8$ " clearance between FB5 bottom flange and fixed end joint which by no means is adequate or practical for a moveable bridge

- Pointed out that per contract requirements FB5, FB6 and main girder trunnions were to remain as per original contract scope of work.
- Concluded that:

1. During the design, HDR changed the location of the entire deck joint assembly, which led to the interference between FB5 and the fixed part of deck joint
2. There were no contractual requirements for pre and post suryey of existing members
3. HDR should have performed these surveys during the design phase considering that HDR had changed the location of deck joint,

- 6/13/2018-HDR replied to EEC's letter, but instead of providing explanation on the reasons behind moving the entire joint assembly, restated positions from their original letter dated 6/4/2018. Furthermore directed EEC to keep T\&M forms tracking cost (Exhibit 8)
- 6/15/2018-EEC replied to HDR's letter stating that work will be performed under protest and EEC will keep daily T\&M sheets (Exhibit 9).
- $6 / 18$ thru $6 / 29 / 18$-EEC proceed with clearing out the interference as per details provided by HDR. These additional costs were documented on T\&M sheets and submitted to WC.
- Throughout 2018 and 2019, EEC, HDR and WC conducted several technical and change order negotiation meetings for FB5 interference issue. At the end of these meetings, HDR/WC agreed with EEC's position that HDR's new design moved the joint closer to the operation of the bascule span and EEC is entitled for compensation. However, HDR/WC insisted on their position that pre deck demolition and post deck demolition as-built surveys would have caught this problem ahead of time and resulted in a more cost efficient fix.

Tel: (212) 431-3993 Fax: (212) 431-3996

## Conclusion

Pursuant to the contract executed between the WC and EEC on May 12, 2016, both parties agreed that EEC was to provide the final product exactly as it was laid out in the plans, specifications and drawings that had been previously reviewed and approved by WC.

Page one of the contract (Exhibit 10) explicitly states:
"Said Contractor, shall and will... provide all manner and kind of materials... necessary for the due and proper performance of this Contract... in conformity with said plans and specification without any alteration, deviation, additions, or omissions therefrom except upon due request and under the written direction of said Commissioner: "

In other words, EEC was contractually obligated to construct the bridge according to the information provided by the WC. Thus, EEC is not responsible for extra costs resulting from inherent flaws with, or discrepancies between, the as-built condition and proposed design.

FB5 interference issues are a direct result of relocation of the joint assembly (moving it closer to the swing of the bascule span) during the design phase.

Contract had no pre deck demolition and post deck demolition survey provisions
Even if EEC had performed these pre and post deck demolition surveys, it would have still followed the contract documents and constructed the deck joint exactly as shown on the contract drawings. EEC would have no reason to doubt that HDR had a design mistake with the location of the deck joint.

Only a pre-construction full design review of contract drawings would have allowed the project team to identify this design mistake ahead of time. A full design review was not a contract requirement.

EEC cannot be held responsible for time and cost implications of FB5 interference.

## Quantum:

EEC submitted its associated cost to WC for values of $\$ 53,570.80$ and $\$ 415,000.00$ for modifications required along the top and bottom flanges of FB5 respectively. Upon a more detailed review of the work required and backup information subsequently submitted by EEC's subcontractors, EEC hereby revises its proposals for change order 800.23 to $\$ 61,280.03$ for modifications to the top flange of FB5 (Exhibit 11 ), and for change order 800.34 to $\$ 391,438.27$ for modifications to the bottom flange of FB5 (Exhibit 12).

We hereby request a fair evaluation of these outstanding change orders and an expedited payment for this work totaling $\mathbf{\$ 4 5 2 , 7 1 8 . 3}$

EEC reserves all of its rights for the interest charges for over two years for monies withheld unfairly despite crystal clear contract language.

[^0]If you have any questions regarding our request herein, please do not hesitate to call Kadir Ozbek at 917-335 2388.

Very truly yours,


Paul Marino
Treasurer
E.E. Cruz and Company, Inc.

CC: R. Donnelly, K. Roseman (WC)
JohnPaul Cunningham (HDR)
J, Sheehan, Bill Riley (EEC)
P. Monte, J. Egan, Esq.

Attachments: Exhibits 1 thru 12

## EXHIBIT D

From: Cunningham, JohnPaul
Sent: Monday, September 16, 2019 11:39 AM
To: Ozbek, Kadir [KOzbek@eecruz.com](mailto:KOzbek@eecruz.com)
Cc: Roseman, Kevin [kmr5@westchestergov.com](mailto:kmr5@westchestergov.com); Hajjeh, Khaled [khaled.Hajieh@hdrinc.com](mailto:khaled.Hajieh@hdrinc.com)
Subject: Item 589.01 (Steel Removal) quantity total
Kadir,

I just wanted to let you know that we further investigated the Steel Removal (Item 589.01) and checked our calculation numbers from a couple of different angles.

One of the ways we did this was by using the balancing calculations that you provided. We took the tables and deducted out the quantities that were not payable per the specification. With these deductions the payment quantities for the two bascule spans are $132,667.1$ on the Mount Vernon spreadsheet and 133,824.7 on Pelham Manor spreadsheet. For your information the largest of the deductions was for Concrete that was included in the calculation. As an example, $43,377.4$ lbs were deducted (from the original $187,902.3$ ) for the concrete weight on the Mount Vernon spreadsheet. Other deductions included welds, bolts, etc. Utilizing these numbers, a total of $266,491.8$ pounds were removed on the Bascule spans.

As for the counterweight spans, we utilized the project plans and confirmed our previous estimate (including reviewing photos, emails and previous spreadsheets) of $44,910.4 \mathrm{lbs}$. Please note that the steel removed at the counterweight spans was significantly lighter than the steel that was subsequently installed.

Therefore, the total quantity for item 589.01 to be paid is $266,491.8 \mathrm{lbs}$ plus $44,910.4 \mathrm{lbs}$ or $311,402.2 \mathrm{lbs}$. With the original contract value of $\mathbf{1 7 8 , 6 8 4} \mathrm{lbs}$ this represents an overrun of $132,718.2 \mathrm{lbs}$.

John Paul

John Paul Cunningham Jr., PE, CCM
Hudson Valley Area Manager
HDR
711 Westchester Ave. Suite 103
White Plains, NY 10604
D 914.993.2004 M 914.290.3108
johnpaul.cunningham@hdrinc.com
hdrinc.com/follow-us

## EXHIBIT E

exhibit e

| ITEM 589.01 |  |
| :--- | ---: |
| Total Quantity Removed (lbs) |  |
| Mount Vernon | $132,667.1 \mathrm{lbs}$ |
| Pelham Manor | $133,824.7 \mathrm{lbs}$ <br> Counterweight Spans (Both) <br> $44,910.4 \mathrm{lbs}$ |
| Total Steel Removed | $311,402.2 \mathrm{lbs}$ |
| Contract Quantity | $178,684.0 \mathrm{lbs}$ |
| Overrun | $132,718.2 \mathrm{lbs}$ |




| HDR <br> Weight (Ib) | Grestan Went | $X(f t)$ <br> Moriz. Arm | $Y(f t)$ <br> Vert. Arm | $\begin{gathered} Z(\mathrm{ft}) \\ \text { Trans. Arm } \end{gathered}$ | Wx (ft-lb) | Wy (ft-16) | Wz ( $\mathrm{ft}-\mathrm{lb}$ ) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1,168.7 | 1,168.7 | 52.584 | 3.397 | 0.000 | 61,452.3 | 3,969.9 | 0.0 |
| 3,203.9 | 3,203.9 | 52.584 | 3.397 | 0.000 | 168,471.5 | 10,883.5 | 0.0 |
| 61.3 | 61.3 | 52.584 | 3.356 | 0.000 | 3,224.3 | 205.8 | 0.0 |
| -305.1 | -305.1 | 52.584 | 3.356 | 0.000 | -16,042.7 | -1.023.9 | 0.0 |
| -152.5 | -152.5 | 52.584 | 3.397 | 0.000 | -8,021.4 | -518.2 | 0.0 |
| -73.5 | -73.5 | 52.584 | 3.397 | 0.000 | -3,867.4 | -249.8 | 0.0 |
|  | 869.7 | 52.584 | 3.356 | 0.000 | 0.0 | 0.0 | 0.0 |
| 755.1 | 755.1 | 53.154 | 4.142 | 0.000 | 44,667.8 | 3,127.7 | 0.0 |
| 53.6 | 53.6 | 59.154 | 4.252 | 0.000 | 3,171.4 | 228.0 | 0.0 |
| 60.2 | 60.2 | 59.154 | 3.994 | 0.000 | 3,560.2 | 240.4 | 0.0 |
|  | 6.5 | 59.154 | 3.990 | 0.000 | 0.0 | 0.0 | 0.0 |
| 129.2 | 129.2 | 59.154 | 3.994 | 0.000 | 7,640.8 | 515.9 | 0.0 |
|  | 6.5 | 59.154 | 3.994 | 0.000 | 0.0 | 0.0 | 0.0 |
| 75.3 | 75.3 | 59.154 | 3.990 | 0.000 | 4,457.1 | 300.6 | 0.0 |
|  | 6.5 | 59.154 | 3.990 | 0.000 | 0.0 | 0.0 | 0.0 |
| 607.1 | 607.1 | 59.154 | 4.278 | 0.000 | 35,910.5 | 2,597.0 | 0.0 |
|  | 3.9 | 59.154 | 4.267 | 0.000 | 0.0 | 0.0 | 0.0 |
| 36.0 | 36.0 | 61.250 | 4.145 | 0.000 | 2,202.4 | 149.0 | 0.0 |
| 21.5 | 21.5 | 59.154 | 4.142 | 0.000 | 1,273.5 | 89.2 | 0.0 |
| 20.1 | 20.1 | 59.154 | 4.142 | 0.000 | 1,186.7 | 83.1 | 0.0 |
|  | 2.6 | 59.154 | 4.142 | 0.000 | 0.0 | 0.0 | 0.0 |
| -1.7 | -1.7 | 61.000 | 4.278 | 0.000 | -101.9 | -7.1 | 0.0 |
| 755.1 | 755.1 | 55.104 | 4.132 | 0.000 | 41,609.6 | 3,120.1 | 0.0 |
| 53.6 | 53.6 | 55.104 | 4.242 | 0.000 | 2,954.2 | 227.4 | 0.0 |
| 62.9 | 62.9 | 55.104 | 3.994 | 0.000 | 3,465.8 | 251.2 | 0.0 |
|  | 6.5 | 55.104 | 3.994 | 0.000 | 0.0 | 0.0 | 0.0 |
| 129.2 | 129.2 | 55.104 | 3.984 | 0.000 | 7.117.7 | 514.6 | 0.0 |
|  | 6.5 | 55.104 | 3.984 | 0.000 | 0.0 | 0.0 | 0.0 |
| 75.3 | 75.3 | 55.104 | 3.980 | 0.000 | 4.152.0 | 299.9 | 0.0 |
|  | 6.5 | 55.104 | 3.980 | 0.000 | 0.0 | 0.0 | 0.0 |
| 607.1 | 607.1 | 55.104 | 4.268 | 0.000 | 33,451.9 | 2,591.0 | 0.0 |
|  | 3.9 | 55.104 | 4.257 | 0.000 | 0.0 | 0.0 | 0.0 |
| 21.5 | 21.5 | 55.104 | 4.132 | 0.000 | 1,186.3 | 89.0 | 0.0 |
|  | 2.6 | 55.104 | 4.132 | 0.000 | 0.0 | 0.0 | 0.0 |
| 21.0 | 21.0 | 55.104 | 4.132 | 0.000 | 1,155.3 | 86.6 | 0.0 |
| -1.7 | -1.7 | 55.104 | 4.268 | 0.000 | -92.4 | -7.1 | 0.0 |
| 755.1 | 755.1 | 51.052 | 4.114 | 0.000 | 38,549.9 | 3,106.5 | 0.0 |
| 53.6 | 53.6 | 51.052 | 4.224 | 0.000 | 2,737.0 | 226.5 | 0.0 |
| 62.9 | 82.9 | 51.052 | 3.976 | 0.000 | 3,211.0 | 250.1 | 0.0 |
|  | 6.5 | 51.052 | 3.976 | 0.000 | 0.0 | 0.0 | 0.0 |
| 129.2 | 129.2 | 51.052 | 3.966 | 0.000 | 6,594.3 | 512.3 | 0.0 |
|  | 6.5 | 51.052 | 3.966 | 0.000 | 0.0 | 0.0 | 0.0 |



## DETAJLED ANALYSIS OF BALANCE PROGRESS

FULTON AVE. BASCULE BRIDGE
Leaf: $\quad$ Mount Vernon (West)

| Leaf: | Mount Vernon |
| :--- | :--- |
| Date: | $06 / 11 / 20$ |
| Time: | $3: 37$ PM |
| Group | Subgroup |



| HDR <br> Weight (lb) | Grestanin Whagh | $X$ (ft) <br> Horiz. Arm | $\begin{gathered} Y(\mathrm{ft}) \\ \text { Vert. Arm } \end{gathered}$ | $\begin{gathered} Z(f t) \\ \operatorname{Trans} . \text { Arm } \end{gathered}$ | Wx (ft-lb) | Wy (ft-ib) | Wz (ft-lb) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 48.6 | 35.571 | 2.043 | 0.800 | 0.0 | 0.0 | 0.0 |
| 1.758 .8 | 1,758.8 | 35.751 | 2.126 | -2.667 | 62,877.1 | 3,739.1 | -4,690.6 |
| -21.7 | -21.7 | 35.751 | 2.858 | -2.667 | -775.5 | -62.0 | 57.9 |
| -8.9 | -8.9 | 35.571 | 2.695 | -2.667 | -317.7 | -24.1 | 23.8 |
| 112.8 | 112.8 | 35.571 | 2.043 | -2.667 | 4,012.4 | 230.5 | -300.8 |
|  | 14.6 | 35.571 | 2.043 | -2.667 | 0.0 | 0.0 | 0.0 |
|  | -1,758.8 | 35.751 | 2.126 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | 21.7 | 35.751 | 2.858 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | 8.9 | 35.571 | 2.695 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | -112.8 | 35.571 | 2.043 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | -14.6 | 35.571 | 2.043 | 0.000 | 0.0 | 0.0 | 0.0 |
| 841.7 | 841.7 | 35.751 | 3.293 | 0.000 | 30,089.8 | 2,771.6 | 0.0 |
|  | 55.1 | 35.751 | 2.876 | 0.000 | 0.0 | 0.0 | 0.0 |
| 430.2 | 430.2 | 35.751 | 1.276 | 0.000 | 0.0 | 0.0 | 0.0 |
| 360.8 | 360.8 | 35.751 | 1.276 | 0.000 | 0.0 | 0.0 | 0.0 |
| 464.3 | 464.3 | 35.751 | 1.276 | 0.000 | 0.0 | 0.0 | 0.0 |
| 76.6 | 76.6 | 35.751 | 1.361 | 0.000 | 0.0 | 0.0 | 0.0 |
| 38.4 | 38.4 | 35.751 | 1.276 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | 9.7 | 35.751 | 1.276 | 0.000 | 0.0 | 0.0 | 0.0 |
| 20.4 | 20.4 | 35.751 | 1.276 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | 9.7 | 35.751 | 1.276 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | 45.4 | 35.751 | 1.361 | 0.000 | 0.0 | 0.0 | 0.0 |
| 229.7 | 229.7 | 35.751 | 1.361 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | 58.3 | 35.751 | 1.361 | 0.000 | 0.0 | 0.0 | 0.0 |
| 153.1 | 153.1 | 35.751 | 1.361 | 0.000 | 0.0 | 0.0 | 0.0 |
| 76.8 | 76.8 | 35.751 | 1.276 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | 77.8 | 35.751 | 1.361 | 0.000 | 0.0 | 0.0 | 0.0 |
| 7,934.3 | 7.934.3 | 35.751 | 3.058 | 0.000 | 283,658.6 | 24,263.0 | 0.0 |
| 5,502.4 | 5,502.4 | 35.751 | 3.210 | 0.000 | 196,714.9 | 17,662.6 | 0.0 |
| 1,168.7 | 1,168.7 | 35.751 | 3.251 | 0.000 | 41,780.4 | 3,799.3 | 0.0 |
| 3,203.9 | 3,203.9 | 35.751 | 3.251 | 0.000 | 114,541.0 | 10,415.7 | 0.0 |
| 60.7 | 60.7 | 35.751 | 3.210 | 0.000 | 2,170.7 | 194.9 | 0.0 |
| -305.1 | -305.1 | 35.751 | 3.210 | 0.000 | -10,907.2 | -979.3 | 0.0 |
| -152.5 | -152.5 | 35.751 | 3.251 | 0.000 | -5,453.6 | -495.9 | 0.0 |
| -73.5 | -73.5 | 35.751 | 3.251 | 0.000 | -2,629.4 | -239.1 | 0.0 |
|  | 866.9 | 35.751 | 3.210 | 0.000 | 0.0 | 0.0 | 0.0 |
| 755.1 | 755.1 | 42.948 | 4.055 | 0.000 | 32.430 .5 | 3,062.0 | 0.0 |
| 53.6 | 53.6 | 42.948 | 4.165 | 0.000 | 2,302.5 | 223.3 | 0.0 |
| 62.9 | 62.9 | 42.948 | 3.917 | 0.000 | 2,701.3 | 246.4 | 0.0 |
| 6.5 | 6.5 | 42.948 | 3.917 | 0.000 | 279.2 | 25.5 | 0.0 |
| 129.2 | 129.2 | 42.948 | 3.907 | 0.000 | 5,547.5 | 504.7 | 0.0 |
|  | 6.5 | 42.948 | 3.907 | 0.000 | 0.0 | 0.0 | 0.0 |







DETAILED ANALYSIS OF BALANCE PROGRESS
FULTON AVE. BASCULE BRIDGE
Leat: $\quad$ Mount Vernon (West)
$\begin{array}{ll}\text { Leaf: } & \text { Mount Ver } \\ \text { Date: } & \mathbf{0 6 / 0 1 / 2 0} \\ \text { Time: } & 3: 37 \text { PM } \\ & \end{array}$
06/01/20
3:37 PM
Subgroup $\quad$
Element Descriptio

$\underset{\text { Horiz. Ar }}{\substack{\mathrm{f} \\ \text { (f) }}}$ $Y(f t)$ $Z(f t)$ $W \times(f t-1 b)$ Wy (ft-lb)

### 1.2 SPAN LOCKS

1 Span Lock Machinery


Subtotal
GuddeShoo, Span Lock Machinery
1.2.2 Platform

38.8
3.2
136.9
87.3
25.9
41.2
41.1
6.5
468.3
22.5
874.7
8717

|  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 59.313 | 1.790 | -0.083 | 0.0 | 0.0 | 0.0 |
| 61.667 | 2.978 | 0.000 | 0.0 | 0.0 | 0.0 |
| 61.667 | 2.978 | 0.000 | 0.0 | 0.0 | 0.0 |
| 61.667 | 2.978 | 0.000 | 0.0 | 0.0 | 0.0 |
| 61.667 | 2.978 | 0.000 | 0.0 | 0.0 | 0.0 |
| 61.667 | 2.978 | 0.000 | 0.0 | 0.0 | 0.0 |
| 61.667 | 2.978 | 0.000 | 0.0 | 0.0 | 0.0 |
| 61.667 | 2.978 | 0.000 | 0.0 | 0.0 | 0.0 |
| 61.667 | 1.790 | -0.750 | 0.0 | 0.0 | 0.0 |
| 61.667 | 1.790 | -0.750 | 0.0 | 0.0 | 0.0 |
| 61.667 | 1.790 | -0.750 | 0.0 | 0.0 | 0.0 |
| 61.667 | 1.790 | -0.750 | 0.0 | 0.0 | 0.0 |
| 61.667 | 1.790 | -0.750 | 0.0 | 0.0 | 0.0 |
| 61.667 | 1.790 | -0.750 | 0.0 | 0.0 | 0.0 |
| 0.000 | 0.000 | 0.000 | 0.0 | 0.0 | 0.0 |
|  |  |  |  |  |  |
| 54.083 | 0.186 | -2.000 | $2,096.9$ | 7.2 | -77.5 |
| 54.083 | 0.186 | -2.000 | 175.2 | 0.6 | -6.5 |
| 57.500 | 0.186 | -2.000 | 7.873 .4 | 25.5 | -273.9 |
| 57.500 | 0.666 | -2.000 | 5.017 .7 | 58.1 | -174.5 |
| 57.500 | 0.666 | -2.000 | $1,490.4$ | 17.3 | -51.8 |
| 57.500 | 1.249 | -2.000 | $2,369.0$ | 51.5 | -82.4 |
| 54.083 | 1.198 | -2.000 | $2,224.4$ | 48.8 | -82.3 |
| 54.083 | 1.186 | -2.000 | 350.5 | 7.7 | -13.0 |
| 57.500 | 0.186 | -2.000 | $26,925.2$ | 87.1 | -936.5 |
| 54.083 | 1.186 | -2.000 | $1,216.9$ | 26.7 | -45.0 |
| 57.060 | 0.379 | -2.000 | $49,739.5$ | 330.4 | $-1,743.4$ |
|  |  |  |  |  |  |
| 57.060 | 0.379 | -2.000 | $49,739.5$ | 330.4 | $-1,743.4$ |
|  |  |  |  |  |  |
|  | 29.017 | 2.461 | -0.013 | $3,849,636.4$ | $326,485.7$ |
|  |  |  |  |  | $-1,743.4$ |

SUBTOTAL
1 REmovals



| 7.934 .3 | 52.584 | 3.204 |
| :---: | :---: | :---: |
| 5.556 .9 | 52.584 | 3.356 |
| 1.168 .7 | 52.584 | 3.397 |
| $3,203.9$ | 52.584 | 3.397 |
| 61.3 | 52.584 | 3.356 |
| -305.1 | 52.584 | 3.356 |
| -152.5 | 52.584 | 3.397 |
| -73.5 | 52.584 | 3.397 |
|  | 52.584 | 3.356 |
| 755.1 | 59.154 | 4.142 |
| 53.6 | 59.154 | 4.252 |
| 60.2 | 59.154 | 3.994 |
|  | 59.154 | 3.990 |
| 129.2 | 59.154 | 3.994 |
|  | 59.154 | 3.994 |
| 75.3 | 59.154 | 3.990 |
|  | 59.154 | 3.990 |
| 607.1 | 59.154 | 4.278 |
|  | 59.154 | 4.267 |
| 36.0 | 61.250 | 4.145 |
| 21.5 | 59.154 | 4.142 |
| 20.1 | 59.154 | 4.142 |
|  | 59.154 | 4.142 |
| -1.7 | 61.000 | 4.278 |
| 755.1 | 55.104 | 4.132 |
| 53.6 | 55.104 | 4.242 |
| 36.3 | 55.104 | 3.994 |
|  | 55.104 | 3.994 |
| 75.9 | 55.104 | 3.994 |
|  | 55.104 | 3.984 |
| 75.3 | 55.104 | 3.980 |
|  | 55.104 | 3.980 |
| 607.1 | 55.104 | 4.268 |
|  | 55.104 | 4.257 |
| 21.5 | 55.104 | 4.132 |
|  | 55.104 | 4.132 |
| 21.0 | 55.104 | 4.132 |
| -1.7 | 55.104 | 4.268 |
| -150.1 | 55.104 | 4.132 |
| -9.8 | 55.104 | 4.242 |
| -113.2 | 55.104 | 4.268 |
| 755.1 | 51.052 | 4.114 |
| 53.6 | 51.052 | 4.224 |
| 41.7 | 51.052 | 4.216 |
|  | 51.052 | 4.216 |
| 86.7 | 51.052 | 4.216 |
|  | 51.052 | 4.216 |
|  |  |  |


| 0.000 | $417,216.4$ | $25,421.4$ | 0.0 |
| :---: | :---: | :---: | :---: |
| 0.000 | $292,206.6$ | $18,649.1$ | 0.0 |
| 0.000 | $61,452.3$ | $3,969.9$ | 0.0 |
| 0.000 | $168,471.5$ | $10,883.5$ | 0.0 |
| 0.000 | $3,224.3$ | 205.8 | 0.0 |
| 0.000 | $-16,042.7$ | $-1,023.9$ | 0.0 |
| 0.000 | $-8,021.4$ | -518.2 | 0.0 |
| 0.000 | $-3,867.4$ | -249.8 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $44,667.8$ | $3,127.7$ | 0.0 |
| 0.000 | $3,171.4$ | 228.0 | 0.0 |
| 0.000 | $3,560.2$ | 240.4 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $7,640.8$ | 515.9 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $4,457.1$ | 300.5 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $35,910.5$ | $2,597.0$ | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $2,202.4$ | 149.0 | 0.0 |
| 0.000 | $1,273.5$ | 89.2 | 0.0 |
| 0.000 | $1,186.7$ | 83.1 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | -101.9 | -7.1 | 0.0 |
| 0.000 | $41,609.6$ | $3,120.1$ | 0.0 |
| 0.000 | $2,954.2$ | 227.4 | 0.0 |
| 0.000 | $1,998.1$ | 144.8 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $4,184.0$ | 303.3 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $4,152.0$ | 299.9 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $33,451.9$ | $2,591.0$ | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $1,186.3$ | 89.0 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $1,155.3$ | 86.6 | 0.0 |
| 0.000 | -92.1 | -7.1 | 0.0 |
| 0.000 | $-8,272.4$ | -620.3 | 0.0 |
| 0.000 | -541.8 | -41.7 | 0.0 |
| 0.000 | $-6,238.1$ | -483.2 | 0.0 |
| 0.000 | $38,549.9$ | $3,106.5$ | 0.0 |
| 0.000 | $2,737.0$ | 226.5 | 0.0 |
| 0.000 | $2,127.9$ | 175.7 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
| 0.000 | $4,428.3$ | 365.7 | 0.0 |
| 0.000 | 0.0 | 0.0 | 0.0 |
|  |  |  |  |



|  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 75.3 | 51.052 | 3.962 | 0.000 | $3,846.7$ | 298.5 | 0.0 |
|  | 51.052 | 3.962 | 0.000 | 0.0 | 0.0 | 0.0 |
| 607.1 | 51.052 | 4.250 | 0.000 | $30,992.0$ | $2,580.0$ | 0.0 |
|  | 51.052 | 4.239 | 0.000 | 0.0 | 0.0 | 0.0 |
| 21.5 | 51.052 | 4.114 | 0.000 | $1,099.0$ | 88.6 | 0.0 |
|  | 51.052 | 4.114 | 0.000 | 0.0 | 0.0 | 0.0 |
| 21.0 | 51.052 | 4.114 | 0.000 | $1,070.3$ | 86.3 | 0.0 |
| -1.7 | 51.052 | 4.250 | 0.000 | -85.3 | -7.1 | 0.0 |
| -116.8 | 51.052 | 4.114 | 0.000 | $-5,950.9$ | -480.4 | 0.0 |
| -8.3 | 51.052 | 4.224 | 0.000 | -423.7 | -35.1 | 0.0 |
| -86.9 | 51.052 | 4.250 | 0.000 | $-4,434.9$ | -369.2 | 0.0 |
| 755.1 | 47.000 | 4.089 | 0.000 | $35,450.2$ | $3,087.6$ | 0.0 |
| 53.6 | 47.000 | 4.199 | 0.000 | $2,519.8$ | 225.1 | 0.0 |
| 62.9 | 47.000 | 3.951 | 0.000 | $2,956.1$ | 248.5 | 0.0 |
|  | 47.000 | 3.951 | 0.000 | 0.0 | 0.0 | 0.0 |
| 129.2 | 47.000 | 3.941 | 0.000 | $6,070.9$ | 509.1 | 0.0 |
|  | 47.000 | 3.941 | 0.000 | 0.0 | 0.0 | 0.0 |
| 75.3 | 47.000 | 3.937 | 0.000 | $3,541.4$ | 296.6 | 0.0 |
|  | 47.000 | 3.937 | 0.000 | 0.0 | 0.0 | 0.0 |
| 607.1 | 47.000 | 4.225 | 0.000 | $28,532.2$ | $2,564.9$ | 0.0 |
|  | 47.000 | 4.214 | 0.000 | 0.0 | 0.0 | 0.0 |
| 21.5 | 47.000 | 4.089 | 0.000 | $1,011.8$ | 88.0 | 0.0 |
|  | 47.000 | 4.089 | 0.000 | 0.0 | 0.0 | 0.0 |
| 21.0 | 47.000 | 4.089 | 0.000 | 985.4 | 85.7 | 0.0 |
| 144.2 | 53.078 | 3.906 | 0.000 | $7,651.7$ | 563.1 | 0.0 |
| 7.8 | 53.078 | 3.906 | 0.000 | 413.5 | 30.4 | 0.0 |
| 18.6 | 53.078 | 4.052 | 0.000 | 987.9 | 75.4 | 0.0 |
| 13.5 | 53.078 | 4.052 | 0.000 | 717.9 | 54.8 | 0.0 |
| 125.6 | 53.078 | 3.802 | 0.000 | $6,667.8$ | 477.6 | 0.0 |
|  | 53.078 | 4.052 | 0.000 | 0.0 | 0.0 | 0.0 |
| 462.0 | 53.078 | 4.177 | 0.000 | $24,522.0$ | $1,929.8$ | 0.0 |
| $-1,125.5$ | 60.688 | 3.249 | 0.000 | $-68,304.3$ | $-3,656.7$ | 0.0 |
| -262.5 | 60.583 | 2.228 | 0.000 | $-15,903.0$ | -584.9 | 0.0 |
| -72.3 | 60.583 | 3.005 | 0.000 | $-4,380.7$ | -217.3 | 0.0 |
| -29.8 | 60.583 | 2.841 | 0.000 | $-1,803.7$ | -84.6 | 0.0 |
| -900.4 | 44.583 | 3.171 | 0.000 | $-40,142.5$ | $-2,855.2$ | 0.0 |
| -262.5 | 44.583 | 2.150 | 0.000 | $-11,703.0$ | -564.4 | 0.0 |
| -72.3 | 44.583 | 3.005 | 0.000 | $-3,223.8$ | -2.17 .3 | 0.0 |
| -29.8 | 44.583 | 2.841 | 0.000 | $-1,327.4$ | -84.6 | 0.0 |
| $33,824.8$ | 49.757 | 3.087 | 0.000 | $1,683,020.4$ | $104,405.6$ | 0.0 |
|  |  |  |  |  |  |  |
| 171.8 | 35.751 | 3.847 | 0.000 | $6,143.3$ | 661.1 | 0.0 |
| 29.0 | 35.7 .751 | 2.767 | 0.000 | $1,037.9$ | 80.3 | 0.0 |
|  | 35.751 | 3.893 | 0.000 | $7,295.2$ | 794.4 | 0.0 |
|  | 35.751 | 3.847 | 0.000 | 0.0 | 0.0 | 0.0 |
|  | 3.267 | 0.000 | $33,127.4$ | $3,92.8$ | 0.0 |  |
|  |  |  |  |  | 0 |  |



|  | Stwk Panels ${ }^{\text {a/AE }}$ | EB2FB3 | 1 |  | 75.3 | 42.948 | 3.903 | 0.000 | 3,236.0 | 294.1 | 0.0 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Solsith bdip? | SdwkPanels H , AE | FB2-FE3 | 1 | x |  | 42.948 | 3.903 | 0.000 | 0.0 | 0.0 | 0.0 |
| Plale pk | Sduk Panels H.AE | FB2-5B3 | 1 |  | 607.1 | 42.948 | 4.191 | 0.000 | 26,072.4 | 2,544.2 | 0.0 |
| Weld M Bars to platepk | Stuk Panels H/ $\mathrm{A}=$ | FB2-FB3 | , 1 | 3F |  | 42.948 | 4.180 | 0.000 | 0.0 | 0.0 | 0.0 |
| Trimbar b8 | Sawk panels H. AE | FB2-FB3 | 1 |  | 21.5 | 42.948 | 4.055 | 0.000 | 924.6 | 87.3 | 0.0 |
| Weit il M Bars withinm Bars | Sduk PanelsiH, AE | FB2-5B3 | 1 |  |  | 42.948 | 4.055 | 0.000 | 0.0 | 0.0 | 0.0 |
| Trimears b21sib2 | Sodk ranels H, AE | FB2-F63 | 1 |  | 21.0 | 42.948 | 4.055 | 0.000 | 900.4 | 85.0 | 0.0 |
| Cution Pate pk | Sowk Panels H , AE | F32: ${ }^{\text {B }}$ 3 | 1 | 4 | -1.7 | 42.948 | 4.191 | 0.000 | -71.8 | -7.0 | 0.0 |
| M Bars ${ }^{\text {a }}$ | Sdwx Paned's G AD | 582-583 | 1 | \% | 755.1 | 38.896 | 4.014 | 0.000 | 29,370.8 | 3,031.0 | 0.0 |
| CBars = | Sdiuk Panels G A AD | F $\mathrm{B}^{2}$-5B3 | 1 |  | 53.6 | 38.896 | 4.124 | 0.000 | 2,085.3 | 221.1 | 0.0 |
| Eoitdown Plates, bdp 32 , bip 33 | Sowk Panels. GiAO | FB2-5B3 | 4 |  | 62.9 | 38.896 | 3.876 | 0.000 | 2,446.4 | 243.8 | 0.0 |
| Bots in bdp $32.16 d \mathrm{~d} 33$ | Sdwk Panel's G AD | FB2-EB3 | + 1 |  |  | 38.896 | 3.876 | 0.000 | 0.0 | 0.0 | 0.0 |
| Botdomi plate bdiz | Sawk Parels G, AD | F. $2-5 \mathrm{~B} 3$ | 2+1 | 4 | 129.2 | 38.896 | 3.866 | 0.000 | 5,024.1 | 499.4 | 0.0 |
| Bodis in bop 2 2 | Sduk Panels $G$, $A 0$ | $\mathrm{FB}^{5}-5 \mathrm{FB}$ | 1 | 3W\% |  | 38.896 | 3.866 | 0.000 | 0.0 | 0.0 | 0.0 |
| Boldown Plate bdip | Sduk Paners Gp AD | FB2-5B3 | 1 |  | 75.3 | 38.896 | 3.862 | 0.060 | 2,930.7 | 291.0 | 0.0 |
| Bolts in bdph | Sduk Panees Gy AD | [82-583 | 1 |  |  | 38.896 | 3.862 | 0.000 | 0.0 | 0.0 | 0.0 |
| Pliteph | Sduk Panels Gad | 1882-5B3 | 1 |  | 607.1 | 38.896 | 4.150 | 0.000 | 23,612.5 | 2,519.3 | 0.0 |
| Wedim Bastioplate pk k | Sduk panels G, AD | FFB2: CB | 1 | Whatidy |  | 38.896 | 4.139 | 0.000 | 0.0 | 0.0 | 0.0 |
| Trimbar 68 | Stw Panets G, AD | F-B2-F33 | 1 |  | 21.5 | 38.896 | 4.014 | 0.000 | 837.4 | 86.4 | 0.0 |
| Wendat M Barsuithithmikars | Sduk Panels G , AD | - $\mathrm{FB} 2-\mathrm{FB} 3$ | 1 |  |  | 38.896 | 4.014 | 0.000 | 0.0 | 0.0 | 0.0 |
| Tambars361.622 \% | Sdwh Panels G A A | $\mathrm{FBS}_{2-\mathrm{EB3}}$ | 1 |  | 21.0 | 38.896 | 4.014 | 0.000 | 815.5 | 84.2 | 0.0 |
| Cuthritaph: |  | FE2 2 FB3 | 1 |  | -1.7 | 38.896 | 4.150 | 0.000 | -65.0 | -6.9 | 0.0 |
| Maars wnver | Stur Panels F, AC | F832-8B3 | 1 |  | 755.1 | 34.844 | 3.964 | 0.000 | 26,311.1 | 2,993.3 | 0.0 |
| CBars. ${ }^{\text {a }}$, | Sduk Panels E/ AC, |  | 1 |  | 53.6 | 34.844 | 4.074 | 0.000 | 1,868.1 | 218.4 | 0.0 |
| Botdownlatee, bdp 32, bdou3 | Sdwk Panels, F; AC | FB2483 | 1 |  | 62.9 | 34.844 | 3.826 | 0.000 | 2,191.5 | 240.6 | 0.0 |
| Bolts in bdo 32 ; bdp 33 | Stuk Panel $\mathrm{F}_{2}$ AC | FB2.FB3 | 1 | 320 |  | 34.844 | 3.826 | 0.000 | 0.0 | 0.0 | 0.0 |
| Boltiown Plate bdip | Stukpaness Fs AG: | $\mathrm{FBB2}^{2} \mathrm{~B} 3$ | 1 | 0 | 129.2 | 34.844 | 3.816 | 0.000 | 4,500.7 | 492.9 | 0.0 |
| Botas in bdp2 | Sdwk Pancls ${ }^{\text {a }}$ AC | FB2-83 | 1 |  |  | 34.844 | 3.816 | 0.000 | 0.0 | 0.0 | 0.0 |
| Boldown Pite bdip | Sduk Panets Fi. AC | FB2-FB3 | $1{ }^{1}+$ |  | 75.3 | 34.844 | 3.812 | 0.000 | 2,625.4 | 287.2 | 0.0 |
| Bot is in bdiod | Sdud Panels FiAC | FB2F83 | 1 | ${ }^{4}$ |  | 34.844 | 3.812 | 0.000 | 0.0 | 0.0 | 0.0 |
| Prate pk | Stwh Panels FiAC | FB2-583 | 1 |  | 607.1 | 34.844 | 4.100 | 0.000 | 21,152.7 | 2,489.0 | 0.0 |
| Wald M Bars to Plateipk | Sduk Panelsicic | FE2-533 | 1 | \% |  | 34.844 | 4.089 | 0.000 | 0.0 | 0.0 | 0.0 |
| Trim Bar bs , | Sduk Panois FiAC | $\mathrm{F}^{\prime} \mathrm{B}^{2}-5 \mathrm{FB}$ | 1 |  | 21.5 | 34.844 | 3.964 | 0.000 | 750.1 | 85.3 | 0.0 |
| Weld at M BarswithitrmiBers | Sduk Panels F. AC | FB2-5B3 | 1 | - |  | 34.844 | 3.964 | 0.000 | 0.0 | 0.0 | 0.0 |
| Trimbars 621 L 22 | Sduk Penots Fi, Ac | FB2-5B3 | 1 |  | 21.0 | 34.844 | 3.964 | 0.000 | 730.5 | 83.1 | 0.0 |
| CutinPiate pk | Sdwk Paiols Et AC | FB2FB3 | + ${ }^{1}$ |  | -1.7 | 34.844 | 4.100 | 0.000 | -58.2 | -6.9 | 0.0 |
| MPars | Sukt Pants C2, C8 | FB2F83 | 1 |  | 755.1 | 30.792 | 3.907 | 0.000 | 23,251.3 | 2,950.2 | 0.0 |
| CBar | Stwk Pands ${ }^{\text {C2, }}$ C8 | FB2-FB3 | 1 |  | 53.6 | 30.792 | 4.017 | 0.000 | 1,650.8 | 215.4 | 0.0 |
| Botaomilites, bdp $32, \mathrm{bip} 33$ \% | Sdkranels C2 CB | FB2FE3 | 1 |  | 62.9 | 30.792 | 3.769 | 0.000 | 1,936.7 | 237.1 | 0.0 |
| Bolts ind bdo 32, bdo 33 | Sdivk Panels C2 C8 | FB2-83 | 1 |  |  | 30.792 | 3.769 | 0.000 | 0.0 | 0.0 | 0.0 |
| Boldown Plate Ldp2 | Stuk Panols C2, c8 | FB2-583 | 1 |  | 129.2 | 30.792 | 3.759 | 0.000 | 3,977.3 | 485.5 | 0.0 |
| Botsinhdp2: | Soukipands C2, C8 | FB2-FB3 | 1 | , |  | 30.792 | 3.759 | 0.000 | 0.0 | 0.0 | 0.0 |
| Bohdown Plate bdpg a | Stuk Panotr C2, c8 | $\mathrm{FB2}^{2} \mathrm{~F}^{\text {B3}}$ | $\cdots$ | \% | 75.3 | 30.792 | 3.755 | 0.060 | 2,320.1 | 282.9 | 0.0 |
| Bols in bdipg | Sdiwk Panels C2, C8 | F82-FB3 | 1 | * |  | 30.792 | 3.755 | 0.000 | 0.0 | 0.0 | 0.0 |
| PGTe pt | Sturk Panels C2, C8 | FB2-FB3 | 1 | 4 ${ }^{2}$ | 607.1 | 30.792 | 4.043 | 0.000 | 18,692.8 | 2,454.4 | 0.0 |
| Wedd M Barsto Patepk - | Sounk Panels C2, C8 | FB2-F83 | 1 | 83\% |  | 30.792 | 4.032 | 0.000 | 0.0 | 0.0 | 0.0 |
| Trm Barbs | Sowk Panels C2, CB | FB2-FB3 | 1 | 26xaykitu | 21.5 | 30.792 | 3.907 | 0.000 | 662.9 | 84.1 | 0.0 |






## 5teel Removal - Item 589.01

Approach Spans (Both sides included in calculations as they were the same)

| Stringer Removals | Type | $\#$ | Width (in) | Thickness (in) | Length (ft) | Unit Wt (pcf) | Wt (lbs) |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Roadway Stringers | 14 WF68 | 18.00 | $\cdots$ | $\cdots$ | 26.00 | 68.00 | $31,824.00$ |


| Diaphragm Removals | Type | \# | Width (in) | Thickness (in) | Length (fit) | Unit Wt (pcf) | Wt (libs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Rear Diaphragms | $10 \mathrm{C30}$ | 16.00 | -- | --- | 6.50 | 30.00 | 3,120.00 |
| Intermediate Diaphragms | $12 \mathrm{B16.5}$ | 16.00 | $\cdots$ | --. | 6.50 | 16.50 | 1,716.00 |
| Front Diaphragms | 10WF33 | 16.00 | - | -- | 6.50 | 33.00 | 3,432.00 |
| ₹ 8,268.00 |  |  |  |  |  |  |  |


| CWT Maintenance Platiorm Removal | Type | \# | Width (in) | Thickness (in) | Length (ft) | Unit Wh (paf) | Wt (lbs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Outside Stringers | 8C13.5 | 4.00 | $\cdots$ | - | 19.00 | 13.50 | 1,026.00 |
| Center Stringer | 8818.4 | 2.00 | $\cdots$ | $\cdots$ | 19.00 | 18.40 | 699.20 |
| Bottom Transverse Beams | 8WF17 | 6.00 | --- | - | 5.50 | 17.00 | 561.00 |
| Tall Post | L $3 \times 3 \times 3 / 8$ | 6.00 | - | -* | 12.00 | 7.20 | 518.40 |
| Short Post | L. $3 \times 3 \times 3 / 8$ | 8.00 | - | $\cdots$ | 6.50 | 7.20 | 374.40 |
| Hand Railing | 6x3 1/2x5/19 | 4.00 | $\cdots$ | $\cdots$ | 19.00 | 9.80 | 744.80 |
| Bottom Diagonal | L3x3x3/8 | 4.00 | $\cdots$ | $\cdots$ | 8.52 | 7.20 | 245.38 |
| Top Diagonal | L3x3x3/8 | 4.00 | $\cdots$ | --- | 8.84 | 7.20 | 254.59 |
| $\Sigma 4,423.77$ |  |  |  |  |  |  |  |


| Approach Hatch Framing Removal | Type | $\#$ | Width (in) | Thickness (in) | Length (ft) | Unit Wt (pcf) | Wt (lbs) |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Outter Longitudinal Frame | $10 C 15.3$ | 2.00 | - | - | 2.67 | 15.30 | 81.60 |
| Inner Longitudinal Frame | $9 C 15$ | 4.00 | - | - | 2.67 | 15.00 | 160.00 |
| Transverse Frame | $10 C 15.3$ | 4.00 | - | - | 2.50 | 15.30 | 153.00 |

## EXHIBIT F

From: Roseman, Kevin[kmr5@westchestergov.com](mailto:kmr5@westchestergov.com)
Sent: Friday, May 25, 2018 8:40 AM
To: Maffei, Raymond Jeff [jmaffei@eecruz.com](mailto:jmaffei@eecruz.com); Nick Rahaniotis [nrahaniotis@verdeelectric.com](mailto:nrahaniotis@verdeelectric.com); Dupuy, Karl [KDupuy@eecruz.com](mailto:KDupuy@eecruz.com)
Cc: Fatigate, Michael[MFatigate@eecruz.com](mailto:MFatigate@eecruz.com); 'Michael Sweeney'[msweeney@verdeelectric.com](mailto:msweeney@verdeelectric.com); 'Khaled Hajjeh' [Khaled.Hajieh@hdrinc.com](mailto:Khaled.Hajieh@hdrinc.com); 'JohnPaul Cunningham' [JohnPaul.cunningham@hdrinc.com](mailto:JohnPaul.cunningham@hdrinc.com); Statini, James [imsc@westchestergov.com](mailto:imsc@westchestergov.com)
Subject: FAB - Fulton Ave Bridge -5/25/18 Successful Milestone Testing
After a bumpy start last night we achieved the Milestone of operating the bridge under normal conditions on the main motor from the operators house. We went 10 out of 10 in half the allotted time.

Next week (Tuesday - Thursday Nights), Jim's staff will do training with the goal of the County assuming operations by Friday June 1 . We will allow traffic in between openings to create more realistic training.

This does not constitute final acceptance testing or assumption of maintenance. Operators will not have bypass keys and if there are any issues they will call EEC or Verde for help.

Prior to Tuesday night we request operation of the control house internal 3-way light dimmer, connection of the CCTV, marine radio and if Verizon shows telephone. The issue with the hot box leak also needs to be taken care with the water turned back on.

Thank you and congratulations to everyone involved.
Kevin
-------- Original Message --------
From: "Maffei, Raymond Jeff"
Date: Thu, May 24, 2018 2:44 PM -0400
To: Nick Rahaniotis , "Dupuy, Karl"
CC: "Fatigate, Michael", 'Michael Sweeney', "Roseman, Kevin" , 'Khaled Hajjeh', 'JohnPaul Cunningham'
Subject: RE: Verde 5935 - Fulton Ave Bridge - 5/23/18 Successful Main Bridge Operation

Nick
On behalf of EEC great news and we all look forward to a successful operation tonight.
Tonight please update us on the following:

1. Marine Radio
2. Horn, We do know it works

3. CCTV
4. Police Phone \#

Thanks Jeff

From: Nick Rahaniotis [mailto:nrahaniotis@verdeelectric.com]
Sent: Thursday, May 24, 2018 2:40 PM
To: Dupuy, Karl
Cc: Maffei, Raymond Jeff ; Fatigate, Michael ; 'Michael Sweeney' ; kmr5@westchestergov.com; 'Khaled Hajjeh'; 'JohnPaul Cunningham'
Subject: Verde 5935 - Fulton Ave Bridge - 5/23/18 Successful Main Bridge Operation
All,
As you all may have heard already, after last night's testing procedures the bridge is in full main operation with all interlocks working. All limit switches are set/adjusted to proper settings (cams will be adjusted to final 70 degree settings when steel interference is resolved). To address the issue of brakes, there are/were NO issues with brakes locking/binding. All the brakes were inspected and cleaned of any debris. The covers remain off for anyone to inspect during tonight's demonstrations and will be put on after. The issue was with VFD parameter settings and relay timing. The brakes now smoothly engaged and disengage. We preliminarily ran the fuil sequence successfully 9 consecutive times with no faults. If anyone has any questions before tonight's shift please let me know. Thank you.

## Nicholas Rahaniotis

## VERDE

## 89 Edison Ave

Mt. Vernon, N.Y 10550
Phone: (914) 664-7000
Cell: (914) 512-4097
www.verdeelectric.com

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[^0]:    32 Avenue of the Americas, $13^{\text {ih }}$ Floor, New York, New York 10013
    Tel: (212) 431-3993 Fax: (212) 431-3996
    www.eecruz.com
    Equal Opportunity Employer

