

# **THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
2 MONTGOMERY STREET, 3<sup>RD</sup> FL.  
JERSEY CITY, NJ 07302**

7/24/2013

## **ADDENDUM #2**

**To prospective Bidder(s) on Bid # 34126 for Disposal of Railroad Ties and Wood for PATH**

**Due back on 8/6/2013, no later than 11:00 A.M.**

**Originally due back on 7/30/2013, no later than 11:00 A.M.**

### **I. CHANGES TO BID DOCUMENTS**

The following changes are hereby made to the bid documents:

- The bid due date has been extended to 8/6/2013, no later than 11:00 A.M.
- Delete the current Parts IV and V in their entirety and replace them with the attached Parts IV and V, Revised 7/24/13.
- In Part II, "Contract Specific Information for Bidders", Page 2, Paragraph 1, "Service(s) Required" delete the words "Various PATH locations in New Jersey" and replace with "PATH "C" Yard, Jersey City, NJ".
- In Part III, "Contract Specific Terms and Conditions" Page 3, Paragraph 3, "Payment" Subparagraph c), immediately below "Invoices shall be submitted to" delete the current name and address and replace it with: Mr. Yifeng Mao, PATH Way & Structures Division, 120 Academy Street, Jersey City, NJ 07302.

### **II. BIDDERS' QUESTIONS AND ANSWERS**

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions, which have been submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

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The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

<b>Question # 4</b>	Who holds the current contract for these services?
<b>Answer # 4</b>	The current contract holder is Clean Earth of North Jersey, Inc.
<b>Question # 5</b>	Is it mandatory to have an A-901 License?
<b>Answer # 5</b>	Yes.

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN  
 ASSISTANT DIRECTOR  
 COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: \_\_\_\_\_

INITIALED: \_\_\_\_\_

DATE: \_\_\_\_\_

**QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARGARET D'EMIC, WHO CAN BE REACHED AT (201) 395-3410 or at mdemic@panynj.gov.**

**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS**

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**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

**1. SIGNATURE SHEET**

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

**ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET**

**Bidding Entity** \_\_\_\_\_

Bidder's Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_ EIN# \_\_\_\_\_

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

**ACKNOWLEDGEMENT:**

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally came before me, \_\_\_\_\_, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

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

NOTE: If a joint venture is bidding, duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto.

If certified by the Port Authority as an SBE or MWBE: \_\_\_\_\_ (indicate which one and date).

**2. NAME AND RESIDENCE OF PRINCIPALS SHEET**

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE
		(Do not give business address)

### 3. PRICING SHEET(S)

#### Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute Estimated Total Contract Prices based upon the applicable Unit Price inserted by the Bidder, which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each subsequent year.
- g. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the Section of this Contract entitled "Payment" in Part III, §3 hereof.

<b>DISPOSAL OF RAILROAD TIES AND WOOD FOR PATH PRICING SHEET</b>							
<b>YEAR ONE (1)</b>							
Item No.	Description	Unit of Measure	Est. Annual Quantity		X	Unit Price	Estimated Annual Contract Price
1	Loading, transportation by truck and incineration of preservative treated railroad ties and other treated wood.*	Tons	110		X		= \$
<b>Estimated Contract Price Year 1:</b>						<b>= \$</b>	
<b>YEAR TWO (2)</b>							
Item No.	Description	Unit of Measure	Est. Annual Quantity		X	Unit Price	Estimated Annual Contract Price
1	Loading, transportation by truck and incineration of preservative treated railroad ties and other treated wood.*	Tons	110		X		= \$
<b>Estimated Contract Price Year 2:</b>						<b>= \$</b>	
<b>YEAR THREE (3)</b>							
Item No.	Description	Unit of Measure	Est. Annual Quantity		X	Unit Price	Estimated Annual Contract Price
1	Loading, transportation by truck and incineration of preservative treated railroad ties and other treated wood.*	Tons	110		X		= \$
<b>Estimated Contract Price Year 3:</b>						<b>= \$</b>	

\* Note: Contractor is responsible for the removal and disposal of any metal tie plates, spikes or steel brackets as an included cost.

**Estimated Contract Price- Year One (1)** \$ \_\_\_\_\_

**Estimated Contract Price - Year Two (2)** \$ \_\_\_\_\_

**Estimated Contract Price – Year Three (3)** \$ \_\_\_\_\_

**Total Estimated Three (3) Year Contract Price** \$ \_\_\_\_\_  
**Sum of Estimated Contract  
Year 1 +Year 2 +Year 3**

**PART V – SPECIFICATIONS, TABLE OF CONTENTS**

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**PART V – SPECIFICATIONS**

**1. Specific Definitions**

To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows:

“Facility means PATH’s “C Yard” Facility located at 120 Academy Street, Jersey City, NJ 07302.

**2. Work Required by the Specifications**

These Specifications relate generally to the loading, transportation and disposal of preservative-treated wood railroad ties and other creosote-treated wood. The transportation and disposal of the preservative-treated material shall be accomplished by highway trucking as directed by PATH.

- a) The Contractor shall remove and dispose of creosote-treated wood from PATH Facilities by incineration at an incinerator licensed for such work and in conformity with Paragraph b of Section 18 “General Obligations” in the Standard Contract Terms and Conditions hereof, which includes requiring the Contractor to be in compliance with any and all federal, state and local regulations, laws, rules requirements and certifications that are currently or may become applicable to the services performed under this Contract.
- b) When so directed by the Superintendent/Manager, the Contractor shall remove the disposal wood material that has been stockpiled in the PATH “C” Yard Facility by truck, transport those materials to an incinerator, and arrange for their ultimate incineration. The Contractor’s work shall include but not be limited to: preparation for disposal of the items specified herein; loading and securing the load to the transportation vehicle; transportation; preparation of all documentation required by federal, state and local authorities including all bills of lading; obtaining and/or/maintaining necessary licenses and permits; and giving required notifications to appropriate federal, state and local agencies having jurisdiction to accomplish the work required hereunder.
- c) All costs associated with the loading, transportation, handling and incineration of the materials shall be deemed included costs. The Contractor accepts title to the creosote treated wood when it is placed on the Contractor’s vehicle.
- d) The Contractor shall obtain a dated waybill from a recognized electronic truck scale showing the gross, tare, and net weights for each load of treated wood and ties removed from PATH property. Such waybill shall be attached to the associated invoice submitted for payment.
- e) At each removal of the materials, the Contractor shall present a receipt for the removal to the PATH Facility representative for signature showing the date of pickup. A duplicate of the signed receipt shall be left with the Facility representative at the time of removal.

The Contractor shall attach such receipt to the associated monthly invoice submitted for payment.

- f) The Contractor's monthly invoices shall be accompanied by associated dated waybills from a recognized electronic truck scale showing the gross, tare, and net weights for each load of treated wood and ties removed from PATH property.
- g) Some ties to be disposed of may still contain tie plates and spikes and the coverboard material may still have some steel brackets attached. The Contractor shall remove and dispose all ties and wood regardless of whether or not these ties and wood contain metal. It shall be the Contractor's responsibility, if necessary, to separate the metal parts off-site. Costs associated with this work shall be deemed included costs.
- h) The Contractor is advised that the ties and coverboard to be disposed of may be whole or cut to various lengths, and may be up to sixteen (16) feet in length. The Contractor shall dispose of all wood materials including full length and shorts and any mix thereof, that are placed in the treated wood disposal area located in the "C Yard" Facility for truck removal by the Contractor.
- i) The Contractor's A-901 license and the Certificate of Public Convenience and Necessity must be successfully maintained during the Contract period and any option period or extension if exercised.
- j) All wood has been treated as per one (1) of the following:
  - i. Coal tar creosote in accordance with the current American Wood Protection Association (AWPA) Standard P1, Standard for Coal Tar Creosote for hand and fresh water use.
  - ii. Creosote coal tar solution in accordance with the current AWPA Standard P2, Standard for Creosote and Solutions, Grade A.
  - iii. Creosote petroleum solution in accordance with the current AWPA Standard C6, Standard for Crossties and Switch Ties.

### **3. Scheduling of Work**

- a) The Contractor shall perform the removal operation for all wood being disposed of within three (3) days of the Superintendent/Manager's notification at a date and time scheduled between the Contractor and the Superintendent/Manager. Removals shall take place during weekdays (Monday through Friday), exclusive of holidays, between the hours of 7:00 a.m. and 3:00 p.m. The Contractor shall arrive at the job site within two (2) hours of the scheduled time.

### **4. Waste Origin/Waste Disposal Form**

Each load of preservative treated wood shall be accompanied by the Waste Origin/Waste Disposal Form as prepared in accordance with the requirements of N.J.A.C. 7:26-2.13(c). A copy of this form shall also be submitted to the Superintendent/Manager within five (5) business days of shipment.

**5. Specific Regulatory Requirements for the State of New Jersey**

If the Contractor delivers the preservative treated wood to an out-of-state power generating incinerator pursuant to (a) 8iv (1) of N.J.A.C. 7:26-3, the Contractor shall submit a tonnage report to the New Jersey Department of Environmental Protection at the address specified at (a) 8v of N.J.A.C. 7:26-3 by March 1<sup>st</sup> of each year for the prior calendar year that specifies the total amount of material received, in tons, from New Jersey sources. A copy of this report shall also be submitted to the Superintendent/Manager within five (5) business days of submittal to the State of New Jersey.