

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: 2/19/2014

TITLE: EMERGENCY RAILROAD REPAIR SERVICES AT VARIOUS
PORT AUTHORITY OF NEW YORK AND NEW JERSEY FACILITIES

BID NO.: 36796

SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS
WHERE THEY WILL BE PUBLICLY OPENED AND READ

FACILITY INSPECTION: MARCH 4, 2014 TIME: 9:00 AM
QUESTIONS DUE: MARCH 5, 2014 TIME: 10:00 AM

BID DUE DATE: MARCH 11, 2014 TIME: 11:00 AM

BUYER NAME: RICHARD A. GREHL PHONE NO.: (201) 395-3441
EMAIL: rgrehl@panynj.gov

BIDDER INFORMATION (TO BE COMPLETED BY THE BIDDER) (PLEASE PRINT)

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

(FEDERAL TAX I.D. NO.) (FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): _____

INVITATION FOR BID

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- PART I – STANDARD INFORMATION FOR BIDDERS
- PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS
- PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS
- PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
- PART V – SPECIFICATIONS
- STANDARD CONTRACT TERMS AND CONDITIONS

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PART I - STANDARD INFORMATION FOR BIDDERS

1. General Information: The Port Authority of New York and New Jersey

The Port Authority of New York and New Jersey (the “Port Authority” or the “Authority”) is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region’s major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the Port Authority’s headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

2. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The “Signature Sheet” contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope conspicuously marked with the Bidder’s name, address, and Vendor Number, if available. In addition, the outside of the package must clearly state the Bid title, the Bid Collective Number and the Bid Due Date. Failure to properly label submissions may cause a delay in identification, misdirection or disqualification of the submissions. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery. If your bid is to be hand-delivered by messenger or you are planning to attend the formal bid opening, please note that only individuals with valid photo identification will be permitted access to the Port Authority's offices. Individuals without valid identification shall be turned away and their packages not accepted. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.

3. Vendor Profile

To ensure maximum opportunities, it is vitally important that Bidders keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their firm to receive timely notice of advertisements, reminders, solicitations and addenda. Bidders may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at <https://panynjprocure.com/VenLogon.asp>.

4. Acknowledgment of Addenda

If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the addenda form(s). In the event any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged.

If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> and download any addenda that might have been issued in connection with this solicitation.

5. Firm Offer

The Bidder offers to provide the Port Authority of New York and New Jersey the services and to perform all Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein.

EXCEPTIONS TAKEN OR CONDITIONS IMPOSED BY A BIDDER TO ANY PORTION OF THE CONTRACT DOCUMENTS WILL RESULT IN REJECTION OF THE BID.

6. Acceptance or Rejection of Bids

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the

public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

7. Bidder's Questions

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Contracts Specialist listed on the Cover Sheet of this document. The Contracts Specialist is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port Authority and may be posted on the Port Authority website. Addenda shall be considered part of the Contract.

8. Additional Information To and From Bidders

Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.

If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

9. Union Jurisdiction

All prospective Bidders are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the paragraph entitled "Harmony" in the Standard Contract Terms and Conditions.

10. Assessment of Bid Requirements

The Bidder should carefully examine and study the entire contents of these bid documents and shall make its own determinations as to the services and materials to be supplied and all other things required to be done by the Contractor.

11. Bidder's Prerequisites

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a

Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

12. Qualification Information

The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to the Bidder's qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three (3) days after said notice unless otherwise indicated. Matters upon which the Port Authority may inquire may include, but may not be limited to, the following:

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
 1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

(ii) Where the certified financial statements set forth in (i) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.

(iii) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (i) and (ii) above, then financial statements containing such information prepared directly by the Bidder may be submitted; such financial statements, however, must be accompanied by a signed copy of the Bidder's most recent Federal income tax return and a statement in writing from the Bidder, signed by an executive officer or their authorized designee, that such statements accurately reflect the present financial condition of the Bidder.

Where the statements submitted pursuant to subparagraphs (i), (ii) or (iii) are dated prior to forty-five (45) days before the bid opening, then the Bidder shall submit a statement in writing, signed by an executive officer of the Bidder or their designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
- c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
- d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.
- e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
- f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.
- g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

Neither the giving of any of the aforesaid notices to a Bidder, the submission of materials by a Bidder, any meeting which the Bidder may have with the Port Authority, nor anything stated by the Port Authority in any such meeting shall be construed or alleged to be construed as an acceptance of said Bidder's bid. Nothing stated in any such meeting shall be deemed to release any Bidder from its offer as contained in the bid.

13. Facility Inspection

Details regarding the Facility inspection for all parties interested in submitting a bid are stipulated in Part II hereof. All Bidders must present company identification and photo identification for access to the Facility.

14. Available Documents - General

Certain documents, listed in Part II hereof, will be made available for reference and examination by Bidders either at the Facility Inspection, or during regular business hours. Arrangements to review these documents at a time other than the Facility Inspection may be made by contacting the person listed in Part II as the contact for the Facility Inspection.

These documents were not prepared for the purpose of providing information for Bidders upon this Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the inferences or conclusions to be drawn there from.

15. Pre-award Meeting

The lowest qualified Bidder may be called for a pre-award meeting prior to award of the Contract.

16. Price Preference

A price preference may be available for Minority/Women Business Enterprises (M/WBEs) or Small Business Enterprises (SBEs) as set forth in the Standard Contract Terms and Conditions.

17. M/WBE Subcontracting Provisions

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Bidder will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business

operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;
- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Good faith efforts to include participation by M/WBEs shall include, but not be limited to the following:

- 1) Dividing the services and materials to be procured into small portions where feasible;
- 2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- 3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
- 4) Ensuring that provision is made for timely progress payments to the M/WBEs and;
- 5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Bidders are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>

The M/WBE Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Bidder has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Please go to www.panynj.gov/supplierdiversity to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Bidders shall include their M/WBE Participation Plan with their Bids, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at www.panynj.gov/supplierdiversity. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to certhelp@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

18. Certification of Recycled Materials

Bidders are requested to submit, with their bid, a written certification entitled "Certified Environmentally Preferable Products / Practices" attached hereto as "Attachment I-A", attesting that the products or items offered by the Bidder contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies. The data submitted by the Bidder in Attachment I-A is being solicited for informational purposes only.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".
- c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.
- e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

19. City Payroll Tax

Bidders should be aware of the payroll tax imposed by the:

- a) City of Newark, New Jersey for services performed in Newark, New Jersey;
- b) City of New York, New York for services performed in New York, New York;
and
- c) City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Bidders should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph headed "Sales or Compensating Use Taxes", in the Standard Contract Terms and Conditions included herein, does not apply to these taxes.

20. Additional Bidder Information

Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: <http://www.panynj.gov/business-opportunities/become-vendor.html>

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders are requested to complete this form and submit it with their response, if appropriate. Bidders are requested to submit appropriate documentation to support the items for which the Bidder indicates a "Yes" and present this documentation, in the proper sequence of this Attachment.

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates "Yes")

- ___ Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content
- ___ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- ___ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- ___ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- ___ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals.

If yes, a description of the practices being followed should be include with the submission.

2. Business Practices / Operations / Manufacturing

Does the Bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates "Yes")

- ___ Recycles materials in the warehouse or other operations
- ___ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- ___ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- ___ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- ___ Other sustainable initiative

If yes, a description of the practices being followed should be included with the submission.

3. Training and Education

Does the Bidder conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder conduct environmental training of its own staff?

- Yes No If yes, Bidder shall attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates "Yes")

- ___ ISO 14000 or adopted some other equivalent environmental management system
- ___ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- ___ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Bidders should attach copies of the certificates obtained.

I hereby certify under penalty of law, the above statements are true and correct.

_____ Name _____ Date

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

The following information may be referred to in other parts hereof, or further detailed in other parts hereof, if applicable.

1. Service(s) Required

Emergency Railroad Repair Services at (1) Port Newark Marine Terminal and at (2) the following facilities (which are operated by New York New Jersey Rail, LLC (“NYNJRR”)): Greenville Yards and NYNJRR’s Port Jersey Rail Division in Jersey City, New Jersey (including yards, tracks, switches, and liftbridges); Bush Terminal Rail Yard (also known as the 51st Street Yard), 65th Street Rail Yard, South Brooklyn Marine Terminal, 1st Avenue Street Track, and other related trackage (including yards, tracks, switches and liftbridges) in Brooklyn, NY; and Car Floats #16 and #278, when moored at any one of the above-named facilities. The Port Authority of New York and New Jersey (PA) owns all membership interests in NYNJRR, LLC.

2. Location(s) Services Required

Port Newark Marine Terminal and at (2) the following facilities (which are operated by New York New Jersey Rail, LLC (“NYNJRR”)): Greenville Yards and NYNJRR’s Port Jersey Rail Division in Jersey City, New Jersey (including yards, tracks, switches, and liftbridges); Bush Terminal Rail Yard (also known as the 51st Street Yard), 65th Street Rail Yard, South Brooklyn Marine Terminal, 1st Avenue Street Track, and other related trackage (including yards, tracks, switches and liftbridges) in Brooklyn, NY; and Car Floats #16 and #278, when moored at any one of the above-named facilities. The Port Authority of New York and New Jersey (PA) owns all membership interests in NYNJRR, LLC , as more fully described in the definition of “Facility” in the Specifications.[]

3. Expected Date of Commencement of Contract

On or about March 15, 2014

4. Contract Type

Unit Price

5. Duration of Contract

Three (3) year contract, expiring on or about March 14, 2017

6. Price Adjustment during Base Term (Index Based)

None

7. Option Period(s)

None

8. Price Adjustment during Option Period(s) (Index Based)

Not applicable

9. Extension Period

120 day Applicable

10. Facility Inspection

Date and Time: March 4, 2014 at 9:00 am.

Location: 260 Kellogg Street, Newark NJ 07114. For navigation purposes, use intersections of Kellogg St and Corbin St, Newark NJ 07114.

Meeting first at 260 Kellogg Street, then travel accommodations will be provided by Port Authority to inspect Port Newark, NYNJ, Greenville and Brooklyn facilities.

Contact Mike Pillarella at 973-578-2170 to confirm attendance and/or receive travel directions.

One form of photo ID will be required to attend the Facility Inspection.

11. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of emergency railroad repair services and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least one contract requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have earned in its last fiscal year, or in the last complete calendar year immediately preceding the opening of its bid, a minimum of \$500,000 annual gross income from the type of service required under this Contract.
- d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b), above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint

venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

Proof that the above prerequisites are met should be submitted with the bid.

12. Available Documents

The following documents will be made available for reference and examination at the Facility Inspection:

Previous Contract #4600008336 will be made available at the facility inspection.

These documents were not prepared for the purpose of providing information for bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Authority makes no representation or guarantee as to and shall not be responsible for their accuracy, completeness or pertinence and, in addition, shall not be responsible for conclusions drawn therefrom. They are made available to the bidders merely for the purpose of providing them with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

13. Transportation Worker Identification Credential (For Services Performed at the Port Authority Marine Terminals)

Pursuant to the Maritime Transportation Security Act of 2006 (MTSA), Congress established the Transportation Worker Identification Credential (TWIC) Program, which is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and to all credentialed merchant mariners. Prior to the start of Work, the TWIC credentials will be required in order to gain unescorted access to restricted areas at the Port Authority Marine Terminals. Therefore, the Contractor shall be responsible to ensure that the Contractor and its employees, at any of the Port Authority Marine Terminals, obtain and display a valid TWIC photo identification card at all times. To obtain a TWIC, an employee must provide biographic and biometric information, such as fingerprints, sit for a digital photograph, successfully pass a security threat assessment conducted by TSA and undergo a background screening, which includes a criminal history record check, an immigration status confirmation and a terrorist watch list review. Additional information is available on the TSA website at <http://www.tsa.gov/twic>. Any employee who is unable to obtain and possess a valid TWIC photo identification card

will be denied access to the Port Authority Marine Terminals. All costs associated with the TWIC credential shall be borne by the Contractor.

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (“Contractor”) hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and as fully set forth in Part V, (“Specifications,”) at the location(s) listed in Part II and fully set forth in the Specifications, and to do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

In addition, all things not expressly mentioned in the Specifications but involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. Duration

- a) The initial term of this Contract (“Base Term”) shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority’s written notice of bid acceptance (“Commencement Date”) and, unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (“Expiration Date”).
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (“Option Period(s)”) following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (“Extension Period”), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without

adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and will stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The

Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

“Final Payment”, as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor’s acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Price Adjustment

NONE.

5. Liquidated Damages

- a) The Contractor’s obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein), then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:
 - i. If the Contractor fails to perform any requested repair as set forth on the Pricing Sheets then the payment due the Contractor shall be reduced by the product obtained by multiplying the unit price for that/those item(s) entered by the Contractor on the Pricing Sheets by two hundred percent (200%).
- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and his or her determination shall be final, binding and conclusive upon the Contractor.
- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or of a failure to perform on the part of the Contractor or as a waiver of its remedies hereunder.

6. Insurance

1. INSURANCE PROCURED BY THE AUTHORITY

In order to reduce the cost of this Contract, the Authority will procure and will maintain in force and pay the premiums on:

- A. A policy of primary public liability (Comprehensive - Commercial General Liability, including Contractual) insurance on which the Contractor and the subcontractors will be insureds issued by an insurance company satisfactory to the Authority, with current coverage limits of \$50 million per occurrence combined single limit for bodily injury and property damage liability.
- B. A policy of workers' compensation and employer's liability insurance fulfilling the Contractor's and the subcontractor's obligations under the applicable State Workers' Compensation Law for those employees of the Contractor and the subcontractors employed pursuant to this Contract in operations conducted at the site of the Work hereunder. Coverage under this policy may, as appropriate, include one or more of the following endorsements:

Longshoremen and Harbor Workers' Compensation Act Coverage Endorsement. (Applies when performing work on or around navigable waters).

Maritime Coverage Endorsement (Applies to masters or members of the crews of vessels, if vessels are used).

Federal Employer's Liability Act Coverage Endorsement. (May apply to railroad related Work).

Determination in any instance as to the appropriateness of the included coverage described in B.1, 2 and 3 above will be made based upon information to be provided by the Contractor relating to the mode of performance of work to be done under the Contract.

The policy described in B above will not provide coverage for any workers' compensation for the Contractor and/or subcontractors who perform any asbestos Work. In such cases, the Contractor or subcontractors shall procure and maintain, at their own expense, the workers' compensation insurance in accordance with the requirements of law in the state(s) where the work will take place, along with employer's liability insurance (in limits of not less than \$1million per occurrence)

Should the Contractor and/or subcontractors be required to procure the workers' compensation insurance, within ten days after the acceptance of its Proposal the Contractor shall deliver to the General Manager, Risk Financing, The Port Authority of NY & NJ, Treasury Department, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003 (Attn: Contract Insurance Review), an original certificate, stating the Contract number, from the insurer. A duplicate certificate evidencing the above insurance shall also be delivered to the Engineer. With regard to insurance required to be procured by a subcontractor, the Contractor shall deliver the certificate described above at least ten days before the subcontractor commences Work.

The requirements for insurance procured by the Contractor or subcontractors shall not in any way be construed as a limitation on the nature or extent of the obligations of the Contractor or subcontractors.

- C. A policy of builder's risk insurance, covering the improvements or other Work to be effectuated by the Contractor and the subcontractors, with coverage limits of \$50 million per occurrence for all locations combined (subject to a \$50 million annual aggregate for flood and earthquake damage and a limit of \$10 million per occurrence for damage to off-site storage and property in-transit). The deductible is \$10,000 per occurrence for all losses except those caused by flood and earthquake, where a \$50,000 deductible per occurrence with respect to flood, and a \$25,000 deductible per occurrence with respect to earthquake are in effect. The policy form contains various exclusions, including but not limited to the following property exclusions: automobiles; aircraft; and Contractors' and subcontractors' machinery, tools, and equipment and property of a similar nature, including forms, shoring, scaffolding, temporary structures, rental property/equipment and similar property, not intended to become a permanent part of a building or structure. The Contractor and the subcontractors must refer to the policy form to determine all properties and perils included and excluded and to determine their rights and responsibilities as insureds under the policy form. The Contractor and the subcontractors are responsible for payment for all losses within the deductibles and losses not covered by the builder's risk policies.

The current policies described in A through C of this numbered clause are on file and available for examination by appointment in the office of the General Manager, Risk Financing, The Port Authority of NY & NJ, Treasury Department, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003. The policies under A and B above are subject to certain liability coverage exclusions, which include, but are not limited to, exclusions from liability from claims arising from pollution and exposure to asbestos.

The Contractor and subcontractors shall comply with all obligations of the insured under or in connection with all of the policies described in A through C above.

The Authority shall have the right at any time and from time to time at its option to procure insurance substituting in whole or in part for any or all of the policies described in A through C above or to require that the Contractor and the subcontractors themselves obtain insurance substituting in whole or part for that above referred to, provided always, however, that the Contractor and the subcontractors shall be afforded coverage as stipulated by the Authority and the Authority shall either pay the premiums on such substitute insurance or reimburse the Contractor and the subcontractors therefor.

Neither the procurement of the above insurance or any substitute insurance nor the extent of the coverage or the limits of liability thereunder shall be construed to be a limitation on the nature or extent of the Contractor's obligations, or to relieve the Contractor of any such obligations, and the procurement of the above insurance is only for the purpose of

reducing the cost of the Contract without constituting any representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on the Contractor by law (except the applicable State Workers' Compensation Law) or by this or any other Contract.

Notwithstanding any provision of this clause, however, no subcontractor shall be or have the right to be covered under the policies of insurance above referred to until the subcontractor has been expressly approved in writing by the Engineer, as required under this Contract, and such approval may be withheld, among other reasons, until execution by the subcontractor of agreements affirming its obligations provided in this clause with respect to the above insurance.

The provisions of this numbered clause are not intended to create any rights for the Contractor other than rights which may be available to the Contractor under said policies themselves, whatever such rights may be. Moreover, the Authority makes no representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of The Authority is authorized to make any such representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of The Authority is authorized to make any such representation or guaranty or to offer any interpretation of or information on said policies. The Contractor warrants and represents that it has examined and is familiar with the above stated coverages and that in submitting its Proposal it has relied solely on its own interpretation thereof and not on any representations or statements, oral or written, of the Authority, its Commissioners, officers, agents, employees, consultants or contractors.

All negotiations and adjustments with any insurer concerning payment for any loss, the risk of which is borne by the Contractor under this Contract, shall be the responsibility of and shall be conducted by the Contractor unless the applicable policy provides otherwise. The Contractor shall, however, inform the Engineer of the progress of all such negotiations and notify the Engineer sufficiently in advance of all meetings thereon so that the Engineer or designated representatives may attend said negotiations if they so desire.

The Authority shall be entitled to all returned premiums, dividends and credits which may become payable at any time for any reason whatsoever in connection with the aforementioned insurance. The Contractor hereby assigns to the Authority all such returned premiums, dividends and credits and the subcontractors shall be deemed to have assigned to The Authority all such returned premiums, dividends and credits by becoming subcontractors under this Contract. The Contractor shall execute and cause the subcontractors to execute any instrument necessary or convenient to evidence the Authority's right to such returned premiums, dividends and credits.

Notwithstanding any payment by the Authority of any insurance premiums, the Authority shall not be deemed the employer of any employees hired by the Contractor or any

subcontractor covered by such insurance nor shall it be liable for any of the obligations of such employer.

The Contractor and the subcontractors shall cooperate to the fullest extent with the Authority in all matters relating to the aforementioned insurance and shall comply with all requirements of all insurance policies procured by the Authority. They shall also at their own expense furnish the Engineer or a duly authorized representative with copies of all payrolls, correspondence, papers, records and other things necessary or convenient for dealing with or defending against any claims and for procuring or administering the aforementioned insurance including furnishing the name of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

2. INSURANCE PROCURED BY CONTRACTOR

The Contractor, and all subcontractors, shall maintain and pay the premiums on the policy or policies of insurance for coverage(s) as hereinafter described, which shall cover its operations hereunder, shall be effective throughout the effective period of this contract, and shall afford coverage(s) in not less than the amounts set forth below:

A. Commercial Automobile Liability Insurance covering “any” vehicles on the broadest commercially available form:

1) *Combined single limit for bodily injury and property damage liability – \$3 Million per each accident.*

In addition, the liability policy (ies) shall name The Port Authority of New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured. The liability policy (ies) and certificate of insurance shall contain separation of insured conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor’s insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the

governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

The Contractor shall deliver certified copies of the policy(ies) described above or certificate(s) of insurance evidencing the existence thereof to the Engineer at the location where the work will be performed, within ten (10) days after the acceptance of its Proposal. Such policy(ies) or certificate(s) shall state the contract number and shall contain a valid provision or endorsement that the policy(ies) may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Authority.

Certified copies of all renewal policies or certificates evidencing their existence shall be delivered to the Engineer at the location where the work will be performed at least ten (10) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall be or become unsatisfactory to the Authority as to form or substance, or if the carrier issuing any such certificate or policy shall be or become unsatisfactory to the Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy. Upon request of the General Manager, Risk Financing, the Contractor shall furnish the Authority with a certified copy of each policy stated above.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in his or her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications and/or to remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice delivered not less than twenty-four (24) hours in advance, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas or frequencies, the Contractor's compensation will be adjusted to reflect such change in areas or frequencies, utilizing the applicable Unit Price for such services (for the applicable Contract year) as set forth on the Pricing Sheet(s).

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the Contractor's compensation to reflect such change, whether an increase or decrease in areas or in frequencies, which, in the opinion of the Manager, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

8. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

As used in this numbered clause (and in this clause only):

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law.

"Employees" as used above means only the employees of one employer.

“Net Cost” shall be the Contractor’s actual cost, after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor), of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manger may require, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

“Materials” means temporary and consumable materials as well as permanent materials; and “cost of materials” means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

The Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall constitute a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within seven (7) days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty-four (24) hours following the receipt by the Contractor of the Manager’s written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

Extra Work associated with Port Newark, shall be billed to the Port Authority, attention Mike Pillarella, 260 Kellogg Street, Newark, NJ 07114, on a separate invoice on a monthly basis.

Extra Work associated with NYNJR facilities shall be billed to New York New Jersey Rail, LLC (NYNJR, LLC), attention Don Hutton, Managing Director, 26 Colony Road, Jersey City, NJ 07305, with a copy to the Port Authority, attention Matt Masters, General Manager, Port Rail Projects, 225 Park Avenue South, 11th Floor, New York, NY 10003, on a separate invoice on a monthly basis.

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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, that 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)
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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 the Estimated Contract Price based upon the Unit Prices inserted by the Bidder (which amount shall then 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 is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

PRICE SHEETS

EXHIBIT A – PORT NEWARK MARINE TERMINAL

UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY & INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT. WORK HOURS SHALL BE MONDAY to FRIDAY from 7:00 AM TO 5:00 PM

ITEM #	Three (3)YEAR ESTIMATE	Description of Item	UNIT PRICES	ESTIMATED CONTRACT
1	400 LF	Install Port Authority (PA) furnished 100# RA relay rail		
2	200 LF	Supply & install 100# RA relay rail		
3	150 each	Standard Ties (6")		
4	5 each	Switch timbers 13' to 16'		
5	30 each	Switch timbers 9' to 12'		
6	5 each	Install PA furnished switch stands		
7	4 each	Switch connecting rods		
8	4 each	Switch points, 100# RA relay, 9' to 12'		
9	2 each	Switch points, 115# RE relay, 9' to 12'		
10	2 each	Switch points, 115# RE relay, 13' +		
11	2 each	Switch points, 136# RE relay, 9' to 12'		
12	4 each	Switch points, 136# RE relay, 13' +		
13	1 each	Relay frog for # 8 turnout, 100# RA		
14	1 each	Relay frog for # 6 turnout, 100# RA		
15	1 each	Relay frog for # 8 turnout, 115# RE		
16	1 each	Relay frog for # 6 turnout, 115# RE		
17	1 each	Relay frog for # 8 turnout, 136# RE		
18	1 each	Relay frog for # 6 turnout, 136# RE		
19	150 tons	Track ballast, per ton		
20	25 each	Mobilization per workorder		
21	40 lf	Guard Rail, 100# RA		
22	1,000 ft	Raise track at 2" intervals		
23	500 ft	Raise turnouts at 2" intervals		
24	1,500 ft	Surface and align track		
25	400 ft	Surface and align turnouts		
26	700 ft	Excavate and dispose soil to top/tie, 5' from center line		
27	10 each	Clean, oil & adjust switch		
28	7 each	Weld switch points, per switch		
29	1,000 ft	Excavate asphalt to top/tie, 5' from center line		
30	250 tons	Install asphalt, per ton		
31	800 ft	Regauge track, Exclusive of rail replacement		
32	30 each	Furnish & install single jaw gauge rods		
33	30 each	Furnish & install double jaw gauge rods		
34	75 each	Relay tie plates, 100# RA, single shoulder		
35	100 each	Relay tie plates, 115# RE, single shoulder		
36	4 pair	Compromise joints, relay, 100# RA/115# RE		

37	6 pair	Compromise joints, relay, 115# RE/136# RE		
38	16 pair	Joint bars, 100# RA relay including nuts & bolts		
39	6 pair	Joint bars, 115# RE relay including nuts & bolts		
40	30 pair	Joint bars, 136# RE relay including nuts & bolts		
41	400 lf	115# RE relay rail		
42	800 each	136# RE relay double shoulder tie plates		
43	800 each	Pandrol clips & caps		
44	800 each	Pandrol relay tie plates for 136# RE rail		
45	1000 lf	136# RE relay rail		
46	350 each	Furnish & install 7" grade ties		
47	5 each	Furnish & install backsaver switch stand		
48	1 each	Install PA furnished connecting rods		
49	500 each	Install PA furnished 100# RA single shoulder tie plates		
50	75 each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates		
51	40 pair	Install PA furnished 100# RA joint bars		
52	1 each	Install PA furnished switch points 100# RA relay, 11'		
53	8 each	Furnish & install 100# RA relay brace plates		
54	12 each	Track bolts, 1" X 5"		
55	120 each	Track bolts, 1" X 5.5"		
56	6 each	Track bolts, 1" X 6"		
57	10 each	Guard rail bolts, 1" X 8"		
58	2 each	Frog/guard rail bolts, 1" X 9"		
59	20 each	Frog/guard rail bolts, 1" X 10"		
60	2 each	Frog bolts, 1" X 13"		
61	4 each	Western-Cullen-Hayes (FM) switch point protector		
62	50 lb	Welding Rods, per pound		
63	225 each	Track spikes		
64	50 each	Web bonds		
65	3 bundles	Tie plugs		
66	6 each	Switch stand latches		
67	1 each	Switch stand targets		
	Labor:			
68	60 hours	Supervisor		
69	150 hours	Foremen		
70	80 hours	Drivers		
71	80 hours	Welders		
72	275 hours	Laborers		
73	15 hours	Machine Operators (A)		
74	10 hours	Machine Operators (B)		
	Equipment:			
75	150 hours	Tool truck		
76	100 hours	Welding truck		
77	200 hours	Pickup truck		
78	120 hours	Air compressor		
79	30 hours	Backhoe		
		EXHIBIT A TOTAL ESTIMATE OF ITEMS 1 THROUGH 79	=	

PRICE SHEETS

EXHIBIT B- PORT NEWARK MARINE TERMINAL

UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY AND INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT.

WORK HOURS SHALL BE MONDAY – FRIDAY HOURS OF: 5:00 PM - 7:00 AM,

ALL SATURDAY AND SUNDAY TO MONDAY 7:00 AM AND ALL HOLIDAY HOURS.

ITEM #	Three (3)YEAR ESTIMATE	Description of Item	UNIT PRICES	ESTIMATED CONTRACT PRICE
1	100 LF	Install Port Authority (PA) furnished 100# RA relay rail		
2	100 LF	Supply & install 100# RA relay rail		
3	100 each	Standard Ties (6")		
4	1 each	Switch timbers 13' to 16'		
5	5 each	Switch timbers 9' to 12'		
6	1 each	Install PA furnished switch stands		
7	1 each	Switch connecting rods		
8	1 each	Switch points, 100# RA relay, 9' to 12'		
9	1 each	Switch points, 115# RE relay, 9' to 12'		
10	1 each	Switch points, 115# RE relay, 13' +		
11	1 each	Switch points, 136# RE relay, 9' to 12'		
12	1 each	Switch points, 136# RE relay, 13' +		
13	1 each	Relay frog for # 8 turnout, 100# RA		
14	1 each	Relay frog for # 6 turnout, 100# RA		
15	1 each	Relay frog for # 8 turnout, 115# RE		
16	1 each	Relay frog for # 6 turnout, 115# RE		
17	1 each	Relay frog for # 8 turnout, 136# RE		
18	1 each	Relay frog for # 6 turnout, 136# RE		
19	50 tons	Track ballast, per ton		
20	10 each	Mobilization per workorder		
21	20 lf	Guard Rail, 100# RA		
22	500 ft	Raise track at 2" intervals		
23	500 ft	Raise turnouts at 2" intervals		
24	1,000 ft	Surface and align track		
25	100 ft	Surface and align turnouts		
26	300 ft	Excavate and dispose soil to top/tie, 5' from center line		
27	5 each	Clean, oil & adjust switch		
28	3 each	Weld switch points, per switch		
29	500 ft	Excavate asphalt to top/tie, 5' from center line		
30	100 tons	Install asphalt, per ton		
31	200 ft	Regauge track, Exclusive of rail replacement		
32	20 each	Furnish & install single jaw gauge rods		
33	20 each	Furnish & install double jaw gauge rods		
34	25 each	Relay tie plates, 100# RA, single shoulder		
35	50 each	Relay tie plates, 115# RE, single shoulder		
36	2 pair	Compromise joints, relay, 100# RA/115# RE		

37	4 pair	Compromise joints, relay, 115# RE/136# RE		
38	4 pair	Joint bars, 100# RA relay including nuts & bolts		
39	4 pair	Joint bars, 115# RE relay including nuts & bolts		
40	20 pair	Joint bars, 136# RE relay including nuts & bolts		
41	200 lf	115# RE relay rail		
42	400 each	136# RE relay double shoulder tie plates		
43	400 each	Pandrol clips & caps		
44	400 each	Pandrol relay tie plates for 136# RE rail		
45	300 lf	136# RE relay rail		
46	200 each	Furnish & install 7" grade ties		
47	1 each	Furnish & install backsaver switch stand		
48	1 each	Install PA furnished connecting rods		
49	200 each	Install PA furnished 100# RA single shoulder tie plates		
50	25 each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates		
51	10 pair	Install PA furnished 100# RA joint bars		
52	1 each	Install PA furnished switch points 100# RA relay, 11'		
53	4 each	Furnish & install 100# RA relay brace plates		
54	4 each	Track bolts, 1" X 5"		
55	40 each	Track bolts, 1" X 5.5"		
56	4 each	Track bolts, 1" X 6"		
57	5 each	Guard rail bolts, 1" X 8"		
58	2 each	Frog/guard rail bolts, 1" X 9"		
59	5 each	Frog/guard rail bolts, 1" X 10"		
60	1 each	Frog bolts, 1" X 13"		
61	1 each	Western-Cullen-Hayes (FM) switch point protector		
62	25 lb	Welding Rods, per pound		
63	75 each	Track spikes		
64	35 each	Web bonds		
65	1 bundles	Tie plugs		
66	4 each	Switch stand latches		
67	1 each	Switch stand targets		
	Labor:			
68	25 hours	Supervisor		
69	75 hours	Foremen		
70	30 hours	Drivers		
71	40 hours	Welders		
72	100 hours	Laborers		
73	5 hours	Machine Operators (A)		
74	5 hours	Machine Operators (B)		
	Equipment:			
75	75 hours	Tool truck		
76	70 hours	Welding truck		
77	100 hours	Pickup truck		
78	70 hours	Air compressor		
79	10 hours	Backhoe		
		EXHIBIT B TOTAL ESTIMATE OF ITEMS 1 THROUGH 79	=	

PRICE SHEETS

EXHIBIT C – NEW YORK NEW JERSEY RAIL, LLC

UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY
& INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT.

New Jersey - WORK HOURS SHALL BE MONDAY TO FRIDAY FROM 7:00AM to 5:00PM

Item #	3-Year Estimated QUANTITY	Unit	Description of Item	Unit Prices	ESTIMATED CONTRACT PRICE
1	10	Linear Feet (LF)	Install Port Authority (PA) furnished 100# RA relay rail	\$	\$
2	10	LF	Supply & Install 80# relay		
3	25	LF	Supply & install 100# RA relay rail		
4	15	each	Standard Ties (6")		
5	1	each	Switch timbers 13' to 16'		
6	2	each	Switch timbers 9' to 12'		
7	1	each	Install PA-furnished switch stands		
8	1	each	Switch connecting rods		
9	1	each	Switch Point - 80# relay, 9' to 12'		
10	1	each	Switch Point - 80# relay, 13'+		
11	1	each	Switch points, 100# relay 9' to 12'		
12	1	each	Switch points, 100# relay 13'+		
13	1	each	Switch points, 115# relay, 9' to 12'		
14	1	each	Switch points, 115# relay, 13' +		
15	1	each	Switch points, 130# relay 9' to 12'		
16	1	each	Switch points, 130# relay, 13' +		
17	1	each	Switch points, 136# relay 9' to 12'		
18	1	each	Switch points, 136# relay, 13' +		
19	1	each	Relay frog for #8 turnout, 80#		
20	1	each	Relay frog for #8 turnout, 100#		
21	1	each	Relay frog for #6 turnout, 100#		
22	1	each	Relay frog for #8 turnout, 115#		
23	1	each	Relay frog for #6 turnout, 115#		
24	1	each	Relay frog for #8 turnout, 136#		
25	1	each	Relay frog for #6 turnout, 136#		
26	15	tons	Track ballast, per ton		
27	5	each	Mobilization per workorder		
28	5	LF	Guard Rail, 100#		
29	5	LF	Guard Rail, 115#		
30	50	LF	Raise track at 2" intervals		
31	25	LF	Raise turnouts at 2" intervals		
32	100	LF	Surface and align track		
33	15	LF	Surface and align turnouts		
34	25	LF	Excavate and dispose of soil to top/tie, 5' from centerline		

35	2	LF	Clean, oil, & adjust switch		
36	3	LF	Weld switch points, per switch		
37	15	LF	Excavate asphalt to top/tie, 5' from center line		
38	5	tons	Install asphalt, per ton		
39	50	LF	Regauge track, Exclusive of rail replacement		
40	5	each	Furnish & install single jaw gauge rods		
41	2	each	Furnish & install double jaw gauge rods		
42	7	each	Relay tie plates, 100# RA, single shoulder		
43	7	each	Relay tie plates, 115# RE, single shoulder		
44	2	pair	Compromise joints, relay, 100# RA/115# RE		
45	1	pair	Compromise joints, relay, 115# RE/136# RE		
46	5	pair	Joint bars, 100# RA relay including nuts & bolts		
47	5	pair	Joint bars, 115# RE relay including nuts & bolts		
48	2	pair	Joint bars, 136# RE relay including nuts & bolts		
49	25	LF	Furnish and install 115# relay rail		
50	25	LF	Furnish and Install 130# relay rail		
51	50	each	136# relay double shoulder tie plates		
52	4	each	Pandrol clips & caps		
53	3	each	Pandrol tie plates - 100#		
54	50	each	Pandrol relay tie plates for 136# RE rail		
55	25	LF	136# RE relay rail		
56	15	each	Furnish & install 7" grade ties		
57	1	each	Furnish & install backsaver switch stand		
58	1	each	Install PA-furnished connecting rods		
59	7	each	Furnish & install 100# single shoulder tie plates		
60	5	each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates		
61	3	pair	Install PA-furnished 100# RA joint bars		
62	1	each	Install PA-furnished switch points 100# RA relay, 11'		
63	2	each	Furnish & install 100# RA relay brace plates		
64	12	each	Track bolts, 1" x 5"		
65	60	each	Track bolts, 1" x 5.5"		
66	8	each	Track bolts, 1" x 6"		
67	12	each	Guard rail bolts, 1" x 8"		
68	4	each	Frog/guard rail bolts, 1" x 9"		
69	12	each	Frog/guard rail bolts, 1" x 10"		
70	4	each	Frog bolts, 1" x 13"		
71	1	each	Western-Cullen-Hayes (FM) switch point protector		
72	10	pounds (lb)	Welding Rods, per pound		
73	100	each	Track spikes		
74	3	each	Web bonds		
75	1	bundles	Tie plugs		
76	1	each	Switch stand latches		
77	1	each	Switch stand targets		

79	2	each	Hook Plates - 23"		
80	1	each	Heel Plates - Relay		
81	2	each	Brace Plates - Relay		
82	16	each	Guard rail bolts, 1" x 8"		
83	4	each	Frog/Guardrail Bolts 1"x9"		
84	1	each	#1 switch rods		
85	1	each	Heel Blocks, 100# Relay		
86	15	each	Carfloat Track Rail Clips		
87	4	each	1'x1'1/4' Steel - Carfloat Deck Plate Welding		
88	5	LF	Seam Welding - Carfloat		
		Labor:			
89	10	hours	Supervisor		
90	20	hours	Foremen		
91	10	hours	Drivers		
92	10	hours	Welders		
93	15	hours	Laborers		
94	8	hours	Machine Operators (A)		
95	4	hours	Machine Operators (B)		
		Equipment:			
96	20	hours	Tool truck		
97	6	hours	Welding truck		
98	12	hours	Pickup truck		
99	7	hours	Air compressor		
100	3	hours	Backhoe		
101	4	hours	Prentice Loader		
102	2	hours	Komatchi WA 420 or equivalent		
103	4	hours	Welding Machine		
104	2	hours	Pettybone Crane		
105	2	hours	Hydraulic Rail Stretcher		
106	4	hours	Material Tie Exchanger (MTX)		
			EXHIBIT C TOTAL ESTIMATE OF ITEMS 1 THROUGH 106	=	\$

PRICE SHEETS

EXHIBIT D-- NEW YORK NEW JERSEY RAIL, LLC

NEW JERSEY - UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY AND INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT. WORK HOURS SHALL BE MONDAY – FRIDAY HOURS OF: 5:00 PM - 7:00 AM, ALL SATURDAY AND SUNDAY TO MONDAY 7:00 AM AND ALL HOLIDAY HOURS.

Item #	3 Yr. Estimated Quantity	Unit	Description of Item	Unit Prices	Estimated Contract Price
1	10	Linear Feet (LF)	Install Port Authority (PA) furnished 100# RA relay rail	\$ _____	\$ _____
2	10	LF	Install 80# relay	\$ _____	\$ _____
3	25	LF	Supply & install 100# RA relay rail	\$ _____	\$ _____
4	15	each	Standard Ties (6")	\$ _____	\$ _____
5	1	each	Switch timbers 13' to 16'	\$ _____	\$ _____
6	2	each	Switch timbers 9' to 12'	\$ _____	\$ _____
7	1	each	Install PA-furnished switch stands	\$ _____	\$ _____
8	1	each	Switch connecting rods	\$ _____	\$ _____
9	1	each	Switch points, 115# relay, 9' to 12'	\$ _____	\$ _____
10	1	each	Switch points, 115# relay, 13' +	\$ _____	\$ _____
11	1	each	Switch points, 136# relay 9' to 12'	\$ _____	\$ _____
12	1	each	Switch points, 136# relay, 13' +	\$ _____	\$ _____
13	1	each	Relay frog for #8 turnout, 100#	\$ _____	\$ _____
14	1	each	Relay frog for #8 turnout, 115#	\$ _____	\$ _____
15	1	each	Relay frog for #8 turnout, 136#	\$ _____	\$ _____
16	15	tons	Track ballast, per ton	\$ _____	\$ _____
17	5	each	Mobilization per workorder	\$ _____	\$ _____
18	5	LF	Guard Rail, 100#	\$ _____	\$ _____
19	5	LF	Guard Rail, 115#	\$ _____	\$ _____
20	50	LF	Raise track at 2" intervals	\$ _____	\$ _____
21	25	LF	Raise turnouts at 2" intervals	\$ _____	\$ _____
22	100	LF	Surface and align track	\$ _____	\$ _____
23	15	LF	Surface and align turnouts	\$ _____	\$ _____
24	25	LF	Excavate and dispose of soil to top/tie, 5' from centerline	\$ _____	\$ _____
25	2	LF	Clean, oil, & adjust switch	\$ _____	\$ _____
26	2	LF	Weld switch points, per switch	\$ _____	\$ _____
27	15	LF	Excavate asphalt to top/tie, 5' from center line	\$ _____	\$ _____
28	5	tons	Install asphalt, per ton	\$ _____	\$ _____
29	50	LF	Regauge track, Exclusive of rail replacement	\$ _____	\$ _____
30	5	each	Furnish & install single jaw gauge rods	\$ _____	\$ _____
31	2	each	Furnish & install double jaw gauge rods	\$ _____	\$ _____
32	7	each	Relay tie plates, 100# RA, single shoulder	\$ _____	\$ _____
33	7	each	Relay tie plates, 115# RE, single shoulder	\$ _____	\$ _____

34	1	pair	Compromise joints, relay, 100# RA/115# RE	\$ _____	\$ _____
35	1	pair	Compromise joints, relay, 115# RE/136# RE	\$ _____	\$ _____
36	5	pair	Joint bars, 100# RA relay including nuts & bolts	\$ _____	\$ _____
37	5	pair	Joint bars, 115# RE relay including nuts & bolts	\$ _____	\$ _____
38	2	pair	Joint bars, 136# RE relay including nuts & bolts	\$ _____	\$ _____
39	15	LF	Furnish and install 115# relay rail	\$ _____	\$ _____
40	15	LF	Furnish and Install 130# relay rail	\$ _____	\$ _____
41	50	each	136# relay double shoulder tie plates	\$ _____	\$ _____
42	4	each	Pandrol clips & caps	\$ _____	\$ _____
43	3	each	Pandrol tie plates - 100#	\$ _____	\$ _____
44	50	each	Pandrol relay tie plates for 136# RE rail	\$ _____	\$ _____
45	15	LF	136# RE relay rail	\$ _____	\$ _____
46	10	each	Furnish & install 7" grade ties	\$ _____	\$ _____
47	1	each	Furnish & install backsaver switch stand	\$ _____	\$ _____
48	1	each	Install PA-furnished connecting rods	\$ _____	\$ _____
49	7	each	Furnish & install 100# single shoulder tie plates	\$ _____	\$ _____
50	5	each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates	\$ _____	\$ _____
51	3	pair	Install PA-furnished 100# RA joint bars	\$ _____	\$ _____
52	1	each	Install PA-furnished switch points 100# RA relay, 11'	\$ _____	\$ _____
53	2	each	Furnish & install 100# RA relay brace plates	\$ _____	\$ _____
54	12	each	Track bolts, 1" x 5"	\$ _____	\$ _____
55	60	each	Track bolts, 1" x 5.5"	\$ _____	\$ _____
56	8	each	Track bolts, 1" x 6"	\$ _____	\$ _____
57	12	each	Guard rail bolts, 1" x 8"	\$ _____	\$ _____
58	4	each	Frog/guard rail bolts, 1" x 9"	\$ _____	\$ _____
59	12	each	Frog/guard rail bolts, 1" x 10"	\$ _____	\$ _____
60	4	each	Frog bolts, 1" x 13"	\$ _____	\$ _____
61	1	each	Western-Cullen-Hayes (FM) switch point protector	\$ _____	\$ _____
62	10	pounds (lb)	Welding Rods, per pound	\$ _____	\$ _____
63	100	each	Track spikes	\$ _____	\$ _____
64	3	each	Web bonds	\$ _____	\$ _____
65	1	bundles	Tie plugs	\$ _____	\$ _____
66	1	each	Switch stand latches	\$ _____	\$ _____
67	1	each	Switch stand targets	\$ _____	\$ _____
68	2	each	Hook Plates - 23"	\$ _____	\$ _____
69	1	each	Heel Plates - Relay	\$ _____	\$ _____
70	2	each	Brace Plates - Relay	\$ _____	\$ _____
71	16	each	Guard rail bolts, 1" x 8"	\$ _____	\$ _____
72	4	each	Frog/Guardrail Bolts 1"x9"	\$ _____	\$ _____
73	1	each	#1 switch rods	\$ _____	\$ _____
74	1	each	Heel Blocks, 100# Relay	\$ _____	\$ _____
75	15	each	Carfloat Track Rail Clips	\$ _____	\$ _____

76	4	each	1'x1'1/4' Steel - Carfloat Deck Plate Welding	\$ _____	\$ _____
77	5	LF	Seam Welding - Carfloat	\$ _____	\$ _____
		Labor:			
78	10	hours	Supervisor	\$ _____	\$ _____
79	20	hours	Foremen	\$ _____	\$ _____
80	10	hours	Drivers	\$ _____	\$ _____
81	10	hours	Welders	\$ _____	\$ _____
82	15	hours	Laborers	\$ _____	\$ _____
83	8	hours	Machine Operators (A)	\$ _____	\$ _____
84	4	hours	Machine Operators (B)	\$ _____	\$ _____
		Equipment:			
85	20	hours	Tool truck	\$ _____	\$ _____
86	6	hours	Welding truck	\$ _____	\$ _____
87	12	hours	Pickup truck	\$ _____	\$ _____
88	7	hours	Air compressor	\$ _____	\$ _____
89	3	hours	Backhoe	\$ _____	\$ _____
90	4	hours	Prentice Loader	\$ _____	\$ _____
91	2	hours	Komatchi WA 420 or equivalent	\$ _____	\$ _____
92	4	hours	Welding Machine	\$ _____	\$ _____
93	2	hours	Pettybone Crane	\$ _____	\$ _____
94	2	hours	Hydraulic Rail Stretcher	\$ _____	\$ _____
95	4	hours	Material Tie Exchanger (MTX)	\$ _____	\$ _____

EXHIBIT D TOTAL ESTIMATE OF
ITEMS 1 THROUGH 95

= \$ _____

PRICE SHEETS

EXHIBIT E – NEW YORK NEW JERSEY RAIL, LLC

UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY & INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT.

NEW YORK - WORK HOURS SHALL BE MONDAY TO FRIDAY FROM 7:00AM to 5:00PM

Item #	3-Year Estimated QUANTITY	Unit	Description of Item	Unit Prices	Estimated Contract Price
1	10	Linear Feet (LF)	Install Port Authority (PA) furnished 100# RA relay rail	\$ _____	\$ _____
2	10	LF	Install 80# relay	\$ _____	\$ _____
3	25	LF	Supply & install 100# RA relay rail	\$ _____	\$ _____
4	15	each	Standard Ties (6")	\$ _____	\$ _____
5	1	each	Switch timbers 13' to 16'	\$ _____	\$ _____
6	2	each	Switch timbers 9' to 12'	\$ _____	\$ _____
7	1	each	Install PA-furnished switch stands	\$ _____	\$ _____
8	1	each	Switch connecting rods	\$ _____	\$ _____
9	1	each	Switch Point - 80# relay, 9' to 12'	\$ _____	\$ _____
10	1	each	Switch Point - 80# relay, 13'+	\$ _____	\$ _____
11	1	each	Switch points, 100# relay 9' to 12'	\$ _____	\$ _____
12	1	each	Switch points, 100# relay 13'+	\$ _____	\$ _____
13	1	each	Switch points, 115# relay, 9' to 12'	\$ _____	\$ _____
14	1	each	Switch points, 115# relay, 13' +	\$ _____	\$ _____
15	1	each	Switch points, 130# relay 9' to 12'	\$ _____	\$ _____
16	1	each	Switch points, 130# relay, 13' +	\$ _____	\$ _____
17	1	each	Switch points, 136# relay 9' to 12'	\$ _____	\$ _____
18	1	each	Switch points, 136# relay, 13' +	\$ _____	\$ _____
19	1	each	Relay frog for #8 turnout, 80#	\$ _____	\$ _____
20	1	each	Relay frog for #8 turnout, 100#	\$ _____	\$ _____
21	1	each	Relay frog for #6 turnout, 100#	\$ _____	\$ _____
22	1	each	Relay frog for #8 turnout, 115#	\$ _____	\$ _____
23	1	each	Relay frog for #6 turnout, 115#	\$ _____	\$ _____
24	1	each	Relay frog for #8 turnout, 136#	\$ _____	\$ _____
25	1	each	Relay frog for #6 turnout, 136#	\$ _____	\$ _____
26	15	tons	Track ballast, per ton	\$ _____	\$ _____
27	5	each	Mobilization per workorder	\$ _____	\$ _____
28	5	LF	Guard Rail, 100#	\$ _____	\$ _____
29	5	LF	Guard Rail, 115#	\$ _____	\$ _____
30	50	LF	Raise track at 2" intervals	\$ _____	\$ _____
31	25	LF	Raise turnouts at 2" intervals	\$ _____	\$ _____
32	100	LF	Surface and align track	\$ _____	\$ _____
33	15	LF	Surface and align turnouts	\$ _____	\$ _____

34	25	LF	Excavate and dispose of soil to top/tie, 5' from centerline	\$ _____	\$ _____
35	2	LF	Clean, oil, & adjust switch	\$ _____	\$ _____
36	3	LF	Weld switch points, per switch	\$ _____	\$ _____
37	15	LF	Excavate asphalt to top/tie, 5' from center line	\$ _____	\$ _____
38	5	tons	Install asphalt, per ton	\$ _____	\$ _____
39	50	LF	Regauge track, Exclusive of rail replacement	\$ _____	\$ _____
40	5	each	Furnish & install single jaw gauge rods	\$ _____	\$ _____
41	2	each	Furnish & install double jaw gauge rods	\$ _____	\$ _____
42	7	each	Relay tie plates, 100# RA, single shoulder	\$ _____	\$ _____
43	7	each	Relay tie plates, 115# RE, single shoulder	\$ _____	\$ _____
44	2		Compromise joints, relay, 80# RA/100# RE	\$ _____	\$ _____
45	1	pair	Compromise joints, relay, 100# RA/115# RE	\$ _____	\$ _____
46	1	pair	Compromise joints, relay, 115# RE/136# RE	\$ _____	\$ _____
47	5	pair	Joint bars, 100# RA relay including nuts & bolts	\$ _____	\$ _____
48	5	pair	Joint bars, 115# RE relay including nuts & bolts	\$ _____	\$ _____
49	2	pair	Joint bars, 136# RE relay including nuts & bolts	\$ _____	\$ _____
50	25	LF	Furnish and install 115# relay rail	\$ _____	\$ _____
51	25	LF	Furnish and Install 130# relay rail	\$ _____	\$ _____
52	50	each	136# relay double shoulder tie plates	\$ _____	\$ _____
53	4	each	Pandrol clips & caps	\$ _____	\$ _____
54	3	each	Pandrol tie plates - 100#	\$ _____	\$ _____
55	50	each	Pandrol relay tie plates for 136# RE rail	\$ _____	\$ _____
56	25	LF	136# RE relay rail	\$ _____	\$ _____
57	15	each	Furnish & install 7" grade ties	\$ _____	\$ _____
58	1	each	Furnish & install backsaver switch stand	\$ _____	\$ _____
59	1	each	Install PA-furnished connecting rods	\$ _____	\$ _____
60	7	each	Furnish & install 100# single shoulder tie plates	\$ _____	\$ _____
61	5	each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates	\$ _____	\$ _____
62	3	pair	Install PA-furnished 100# RA joint bars	\$ _____	\$ _____
63	1	each	Install PA-furnished switch points 100# RA relay, 11'	\$ _____	\$ _____
64	2	each	Furnish & install 100# RA relay brace	\$ _____	\$ _____

			plates		
65	12	each	Track bolts, 1" x 5"	\$ _____	\$ _____
66	60	each	Track bolts, 1" x 5.5"	\$ _____	\$ _____
67	8	each	Track bolts, 1" x 6"	\$ _____	\$ _____
68	12	each	Guard rail bolts, 1" x 8"	\$ _____	\$ _____
69	4	each	Frog/guard rail bolts, 1" x 9"	\$ _____	\$ _____
70	12	each	Frog/guard rail bolts, 1" x 10"	\$ _____	\$ _____
71	4	each	Frog bolts, 1" x 13"	\$ _____	\$ _____
72	1	each	Western-Cullen-Hayes (FM) switch point protector	\$ _____	\$ _____
73	10	pounds (lb)	Welding Rods, per pound	\$ _____	\$ _____
74	100	each	Track spikes	\$ _____	\$ _____
75	3	each	Web bonds	\$ _____	\$ _____
76	1	bundles	Tie plugs	\$ _____	\$ _____
77	1	each	Switch stand latches	\$ _____	\$ _____
78	1	each	Switch stand targets	\$ _____	\$ _____
79	1	each	Install PA/NYNJR supplied Manual Switch Model # Contec CSV 34 with handle and earth box	\$ _____	\$ _____
80	2	each	Hook Plates - 23"	\$ _____	\$ _____
81	1	each	Heel Plates - Relay	\$ _____	\$ _____
82	2	each	Brace Plates - Relay	\$ _____	\$ _____
83	16	each	Guard rail bolts, 1" x 8"	\$ _____	\$ _____
84	4	each	Frog/Guardrail Bolts 1"x9"	\$ _____	\$ _____
85	1	each	#1 switch rods	\$ _____	\$ _____
86	1	each	Heel Blocks, 100# Relay	\$ _____	\$ _____
87	15	each	Carfloat Track Rail Clips	\$ _____	\$ _____
88	4	each	1'x1'1/4' Steel - Carfloat Deck Plate Welding	\$ _____	\$ _____
89	5	LF	Seam Welding - Carfloat	\$ _____	\$ _____
90	2	Each	Furnish and Install Treated Bridge Terminals 9"x9"	\$ _____	\$ _____
91	2	Each	Furnish and Install Treated Bridge Terminals 9"x12"	\$ _____	\$ _____
92	2	Each	Furnish and Install Treated Bridge Terminals 9"x14"	\$ _____	\$ _____
93	2	Each	Furnish and Install Treated Bridge Terminals 9"x16"	\$ _____	\$ _____
		Labor:			
94	10	hours	Supervisor	\$ _____	\$ _____
95	20	hours	Foremen	\$ _____	\$ _____
96	10	hours	Drivers	\$ _____	\$ _____
97	10	hours	Welders	\$ _____	\$ _____
98	15	hours	Laborers	\$ _____	\$ _____
99	8	hours	Machine Operators (A)	\$ _____	\$ _____

100	4	hours	Machine Operators (B)	\$ _____	\$ _____
		Equipment:			
101	20	hours	Tool truck	\$ _____	\$ _____
102	6	hours	Welding truck	\$ _____	\$ _____
103	12	hours	Pickup truck	\$ _____	\$ _____
104	7	hours	Air compressor	\$ _____	\$ _____
105	3	hours	Backhoe	\$ _____	\$ _____
106	4	hours	Prentice Loader	\$ _____	\$ _____
107	2	hours	Komatchi WA 420 or equivalent	\$ _____	\$ _____
108	4	hours	Welding Machine	\$ _____	\$ _____
109	2	hours	Pettybone Crane	\$ _____	\$ _____
110	2	hours	Hydraulic Rail Stretcher	\$ _____	\$ _____
111	4	hours	Material Tie Exchanger (MTX)	\$ _____	\$ _____

EXHIBIT E TOTAL ESTIMATE
OF ITEMS 1 THROUGH 111

= \$ _____

PRICE SHEETS

EXHIBIT F-- NEW YORK NEW JERSEY RAIL, LLC

NEW YORK - UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY AND INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT. WORK HOURS SHALL BE MONDAY - FRIDAY HOURS OF: 5:00 PM - 7:00 AM, ALL SATURDAY AND SUNDAY TO MONDAY 7:00 AM AND ALL HOLIDAY HOURS.

Item #	3-Year Estimate Quantity	Unit	Description of Item	Unit Prices	Estimated Contract Price
1	10	Linear Feet (LF)	Install Port Authority (PA) furnished 100# RA relay rail	\$ _____	\$ _____
2	10	LF	Install 80# relay	\$ _____	\$ _____
3	25	LF	Supply & install 100# RA relay rail	\$ _____	\$ _____
4	15	each	Standard Ties (6")	\$ _____	\$ _____
5	1	each	Switch timbers 13' to 16'	\$ _____	\$ _____
6	2	each	Switch timbers 9' to 12'	\$ _____	\$ _____
7	1	each	Install PA-furnished switch stands	\$ _____	\$ _____
8	1	each	Switch connecting rods	\$ _____	\$ _____
13	1	each	Switch points, 115# relay, 9' to 12'	\$ _____	\$ _____
14	1	each	Switch points, 115# relay, 13' +	\$ _____	\$ _____
17	1	each	Switch points, 136# relay 9' to 12'	\$ _____	\$ _____
18	1	each	Switch points, 136# relay, 13' +	\$ _____	\$ _____
22	1	each	Relay frog for #8 turnout, 115#	\$ _____	\$ _____
26	15	tons	Track ballast, per ton	\$ _____	\$ _____
27	5	each	Mobilization per workorder	\$ _____	\$ _____
28	5	LF	Guard Rail, 100#	\$ _____	\$ _____
29	5	LF	Guard Rail, 115#	\$ _____	\$ _____
30	50	LF	Raise track at 2" intervals	\$ _____	\$ _____
31	25	LF	Raise turnouts at 2" intervals	\$ _____	\$ _____
32	100	LF	Surface and align track	\$ _____	\$ _____
33	15	LF	Surface and align turnouts	\$ _____	\$ _____
34	25	LF	Excavate and dispose of soil to top/tie, 5' from centerline	\$ _____	\$ _____
35	2	LF	Clean, oil, & adjust switch	\$ _____	\$ _____
36	3	LF	Weld switch points, per switch	\$ _____	\$ _____
37	15	LF	Excavate asphalt to top/tie, 5' from center line	\$ _____	\$ _____
38	5	tons	Install asphalt, per ton	\$ _____	\$ _____
39	50	LF	Regauge track, Exclusive of rail replacement	\$ _____	\$ _____
40	5	each	Furnish & install single jaw gauge rods	\$ _____	\$ _____
41	2	each	Furnish & install double jaw gauge rods	\$ _____	\$ _____
42	7	each	Relay tie plates, 100# RA, single shoulder	\$ _____	\$ _____
43	7	each	Relay tie plates, 115# RE, single shoulder	\$ _____	\$ _____
44	2	pair	Compromise joints, relay, 80# RA/100# RE	\$ _____	\$ _____

45		pair	Compromise joints, relay, 100# RA/115# RE	\$ _____	\$ _____
46	1	pair	Compromise joints, relay, 115# RE/136# RE	\$ _____	\$ _____
47	5	pair	Joint bars, 100# RA relay including nuts & bolts	\$ _____	\$ _____
48	5	pair	Joint bars, 115# RE relay including nuts & bolts	\$ _____	\$ _____
49	2	pair	Joint bars, 136# RE relay including nuts & bolts	\$ _____	\$ _____
50	25	LF	Furnish and install 115# relay rail	\$ _____	\$ _____
51	25	LF	Furnish and Install 130# relay rail	\$ _____	\$ _____
52	50	each	136# relay double shoulder tie plates	\$ _____	\$ _____
53	4	each	Pandrol clips & caps	\$ _____	\$ _____
54	3	each	Pandrol tie plates - 100#	\$ _____	\$ _____
55	50	each	Pandrol relay tie plates for 136# RE rail	\$ _____	\$ _____
56	25	LF	136# RE relay rail	\$ _____	\$ _____
57	15	each	Furnish & install 7" grade ties	\$ _____	\$ _____
58	1	each	Furnish & install backsaver switch stand	\$ _____	\$ _____
59	1	each	Install PA-furnished connecting rods	\$ _____	\$ _____
60	7	each	Furnish & install 100# single shoulder tie plates	\$ _____	\$ _____
61	5	each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates	\$ _____	\$ _____
62	3	pair	Install PA-furnished 100# RA joint bars	\$ _____	\$ _____
63	1	each	Install PA-furnished switch points 100# RA relay, 11'	\$ _____	\$ _____
64	2	each	Furnish & install 100# RA relay brace plates	\$ _____	\$ _____
65	12	each	Track bolts, 1" x 5"	\$ _____	\$ _____
66	60	each	Track bolts, 1" x 5.5"	\$ _____	\$ _____
67	8	each	Track bolts, 1" x 6"	\$ _____	\$ _____
68	12	each	Guard rail bolts, 1" x 8"	\$ _____	\$ _____
69	4	each	Frog/guard rail bolts, 1" x 9"	\$ _____	\$ _____
70	12	each	Frog/guard rail bolts, 1" x 10"	\$ _____	\$ _____
71	4	each	Frog bolts, 1" x 13"	\$ _____	\$ _____
72	1	each	Western-Cullen-Hayes (FM) switch point protector	\$ _____	\$ _____
73	10	pounds (lb)	Welding Rods, per pound	\$ _____	\$ _____
74	100	each	Track spikes	\$ _____	\$ _____
75	3	each	Web bonds	\$ _____	\$ _____
76	1	bundles	Tie plugs	\$ _____	\$ _____
77	1	each	Switch stand latches	\$ _____	\$ _____
78	1	each	Switch stand targets	\$ _____	\$ _____
79	1	each	Install PA/NYNJR supplied Manual Switch Model # Contec CSV 34 with handle and earth box	\$ _____	\$ _____
80	2	each	Hook Plates - 23"	\$ _____	\$ _____
81	1	each	Heel Plates - Relay	\$ _____	\$ _____

82	2	each	Brace Plates - Relay	\$ _____	\$ _____
83	16	each	Guard rail bolts, 1" x 8"	\$ _____	\$ _____
84	4	each	Frog/Guardrail Bolts 1"x9"	\$ _____	\$ _____
85	1	each	#1 switch rods	\$ _____	\$ _____
86	1	each	Heel Blocks, 100# Relay	\$ _____	\$ _____
87	15	each	Carfloat Track Rail Clips	\$ _____	\$ _____
88	4	each	1'x1'1/4' Steel - Carfloat Deck Plate Welding	\$ _____	\$ _____
89	5	LF	Seam Welding - Carfloat	\$ _____	\$ _____
90	2	Each	Furnish and Install Treated Bridge Terminals 9"x9"	\$ _____	\$ _____
91	2	Each	Furnish and Install Treated Bridge Terminals 9"x12"	\$ _____	\$ _____
92	2	Each	Furnish and Install Treated Bridge Terminals 9"x14"	\$ _____	\$ _____
93	2	Each	Furnish and Install Treated Bridge Terminals 9"x16"	\$ _____	\$ _____
		Labor:			
94	10	hours	Supervisor	\$ _____	\$ _____
95	20	hours	Foremen	\$ _____	\$ _____
96	10	hours	Drivers	\$ _____	\$ _____
97	10	hours	Welders	\$ _____	\$ _____
98	15	hours	Laborers	\$ _____	\$ _____
99	8	hours	Machine Operators (A)	\$ _____	\$ _____
100	4	hours	Machine Operators (B)	\$ _____	\$ _____
		Equipment:			
101	20	hours	Tool truck	\$ _____	\$ _____
102	6	hours	Welding truck	\$ _____	\$ _____
103	12	hours	Pickup truck	\$ _____	\$ _____
104	7	hours	Air compressor	\$ _____	\$ _____
105	3	hours	Backhoe	\$ _____	\$ _____
106	4	hours	Prentice Loader	\$ _____	\$ _____
107	2	hours	Komatchi WA 420 or equivalent	\$ _____	\$ _____
108	4	hours	Welding Machine	\$ _____	\$ _____
109	2	hours	Pettybone Crane	\$ _____	\$ _____
110	2	hours	Hydraulic Rail Stretcher	\$ _____	\$ _____
111	4	hours	Material Tie Exchanger (MTX)	\$ _____	\$ _____

EXHIBIT F TOTAL ESTIMATE OF
ITEMS 1 THROUGH 111

= \$ _____

PRICE SHEET
EXHIBIT G
PRICE SUMMARY

ITEM NO.			TOTAL ESTIMATED 3 YEAR CONTRACT PRICE
1	EXHIBIT A TOTAL ESTIMATE	=	\$ _____
2	EXHIBIT B TOTAL ESTIMATE	=	\$ _____
3	EXHIBIT C TOTAL ESTIMATE	=	\$ _____
4	EXHIBIT D TOTAL ESTIMATE	=	\$ _____
5	EXHIBIT E TOTAL ESTIMATE	=	\$ _____
6	EXHIBIT F TOTAL ESTIMATE	=	\$ _____
TOTAL ESTIMATED 3 YEAR CONTRACT PRICE (SUM OF ITEMS 1 through 6 ABOVE)		=	\$ _____

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1

1. Specific Definitions 2

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3. Holidays 4

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7. Warranty 5

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 (1) Port Newark Marine Terminals and (2) the following facilities (which are operated by New York New Jersey Rail, LLC (“NYNJRR”)): Greenville Yards and NYNJRR’s Port Jersey Rail Division in Jersey City, New Jersey (including yards, tracks, switches, and liftbridges); Bush Terminal Rail Yard (also known as the 51st Street Yard), 65th Street Rail Yard, South Brooklyn Marine Terminal, 1st Avenue Street Track, and other related trackage (including yards, tracks, switches and liftbridges) in Brooklyn, NY; and Car Floats #16 and #278, when moored at any one of the above-named facilities. The Port Authority of New York and New Jersey (PA) owns all membership interests in NYNJRR, LLC.

“Manager” means the Facility Manager. “Contract supervisor” and “Engineer” shall be synonymous with “Manager.”

"Authority or Port Authority" mean the Port Authority of New York and New Jersey.

"Catalog cuts" mean all standard drawings, diagrams, illustrations, brochures, schedules, performance charts and instructions submitted by the Contractor pursuant to the requirements of the Specifications or by the Engineer to illustrate some portion of the extra Work.

The term "construction site" or words of similar import collectively mean Port Newark Marine Terminals.

"Contract" means, in addition to this Form of Contract, the Information for Bidders, the Proposal, the Authority's acceptance and the Specifications (including written addenda), all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

“Days or Calendar Days” mean consecutive calendar days, Saturdays, Sundays and Holidays included.

"Director" means the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

"Inspector" means any representative of the Manager designated by him as Inspector and acting within the scope of the particular authority vested in him.

“Material” means temporary and consumable materials as well as permanent materials.

"Materialman" means anyone who furnishes materials, plant or equipment (including temporary or consumable materials) to the Contractor or any subcontractor for use at or about the construction site in the performance of Work.

"Month" unless otherwise specified, means a calendar month.

"Shop drawings" mean all drawings, diagrams, illustrations, and schedules, including supporting data, which are specifically prepared for this Contract and submitted by the Contractor pursuant to the requirements of the Specifications or the Manager to illustrate some portion of the Work. The terms "shop drawings" "placing drawings" and "working drawings" are used interchangeably in this Contract.

"Subcontractor" means anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services or who performs work which consists only of the operation of construction equipment of which he is the lessor.

"Week" unless otherwise specified, means seven (7) consecutive calendar days, Saturdays, Sundays and Holidays.

Whenever "including", "such as" or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

2. Work Required by the Specifications

The Contractor agrees to perform Emergency Railroad Repair services at the Port Authority of NY & NJ's New Jersey Marine Terminals, and to furnish all equipment, labor, materials, supplies, supervision and other facilities and do all other things necessary or proper therefore or incidental thereto, all in strict accordance with the provisions of the Contract documents and any further changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The Contractor acknowledges that the work will be performed on an as-needed, call-in basis pursuant to Work Orders issued by the Manager. The Port Authority makes no representation whatsoever regarding the quantities of work performed under this Contract. Contractor has 24 hours to respond to Port Authority contract supervisor.

The Contractor shall verify all conditions in the field before ordering materials or commencing work. The Contractor shall notify the Project Manager of any condition or dimension that would prevent the performance of the work as described herein.

All work performed under this contract must conform to the latest edition of the New Jersey Uniform Construction Code and NYS Building Standards and Codes, all applicable codes and all applicable ordinances and regulations. In case of a conflict, the Contractor shall comply with the code imposing the most stringent requirements.

3. Holidays

Unless ordered by the Manager, no work shall be performed on days designated by the Port Authority as holidays. Standard holidays are:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day'
10. Day after Thanksgiving
11. Christmas Day

4. Materials, Supplies and Equipment

All material purchases shall be pre-approved by the Manager prior to the ordering of such items. The Contractor may need to supply additional materials for rail repair not covered or mentioned elsewhere in the Contract. In these instances the Contractor shall: 1) obtain the Manager's permission, 2) seek three bids on all materials and supplies covered by this item, 3) notify the Manager of the result of the bids and 4) forward copies of all Bids to the Manager. Award shall be to the lowest responsive and responsible bidder as approved by the Manager.

The Contractor shall coordinate all hours of work with the Manager. At no time will the Contractor be allowed to impede the operations of any Port Authority tenant. The Contractor shall make every attempt to perform the work during normal working hours, Monday to Friday 7am to 5pm.

5. Contractor's Vehicles

The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority, for the safety and convenience of persons who park automotive vehicles in any parking area at the Facility and for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time-to-time and at any time by the Manager. The Port Authority shall have no responsibility of any kind whatsoever including without limitation thereto for the loss, theft, destruction, or damage to said vehicle or any contents therein, in connection with the permissions granted to the Contractor to park its motor vehicles. No other rights or privileges in connection with parking of motor vehicles at the Facility are or shall be deemed to be granted to the Contractor under this Contract.

6. Space Provided the Contractor

The Contractor will be provided with staging space. The Authority assumes no responsibility for security of any stored materials, equipment or vehicles.

7. Warranty

The Contractor shall provide a warranty on the materials and labor provided for all jobs performed. This warranty shall last the duration of the Contract. In the case the Manager, in his sole discretion, determines that the materials and/or labor do not comply with the Contract Specifications, then the materials and labor must be provided again without charge.

ASPHALT
CUTTING, PATCHING AND REMOVAL

Part I - General

1.01 SUMMARY

This section specifies requirements for asphalt cutting, patching and removal of existing construction.

1.02 QUALITY ASSURANCE

Cutting, patching and removal shall be performed by workers skilled and experienced in the specific trades involved.

Part 2 - Products

2.01 MATERIALS

All materials required for patching shall be new. Patching materials shall match in every respect adjacent portions of the existing conditions.

Part 3 -Execution

3.01 EXAMINATION

Prior to cutting, patching and removal, inspect the affected areas and protect all existing and new construction (including utilities, finishes and equipment) from water, damage, weakening and other disturbance.

3.02 CUTTING, PATCHING AND REMOVAL

- A. Perform all cutting, patching and removal in accordance with the approved methods using approved materials by the Manager.
- B. Do not cut or remove more than is necessary to accommodate the new construction or alteration.
- C. Maintain the integrity of all construction at all times.
- D. Protect finished surfaces at all times and repair or replace, if damaged, to match existing construction to the satisfaction of the Manager.
- E. Do not allow removed materials and debris to accumulate at the site; remove them daily. All areas adjacent to and leading to and from the site shall be kept free of removed materials and debris.

TRACKWORK

Part 1 - GENERAL

1.01 SUMMARY

This section specifies requirements for track work.

1.02 REFERENCES

The following is a listing of the publications referenced in this section:

American Railway Engineering Association (AREA)
AREA Manual - Construction and Maintenance Section
American Wood Preservers Association (AWPA)
AWPA C6 Cross Ties and Switch Ties Preservative
Treatment by Pressure Processes
Military Specifications (MIL)
MIL-R-391 Rail, Tee, Railway, Relayer

1.03 SUBMITTALS

Submit the following, when requested by the Manager, in accordance with the requirements of "Shop Drawings, Catalog Cuts, and Samples" of Division 1 - GENERAL PROVISION:

- A. Detailed track layout drawings
- B. Catalog cuts for all fabricated items.
- C. A rail section chart for relayer rails, including original width of rail, name of steel company and rail section dimensions.

Part 2 - PRODUCTS

2.01 MANUFACTURERS

Subject to compliance with requirements of this Section, furnish and install track work components of the following manufacturers:

- A. Cross Ties and Switch Ties
The Burke-Parson-Bowlby Corporation
P.O. Box 86
Goshen, Virginia 24439

B. Relayer Rails
Pohl Corporation
P.O. Box 3613
Reading, Pennsylvania 19605

C. Bumping Posts
Western-Cullen-Hayes, Inc.
Richmond, Indiana 47374

2.02 MATERIALS

A. Ballast
1 ½ inch crushed stone ballast (size 4), conforming to AREA Manual.

- B. Ties
1. Mixed oak, conforming to the requirements of AREA Manual for cross-ties, sawed or hewed top and bottom, 8 feet 6 inches long, 6 inches thick by 8 inches wide on top.
 2. Provide each tie with an Anti-Splitting Device, conforming to the requirements of the AREA Manual for application of Anti-Splitting Devices, driven into both ends.
 3. Treat Ties with creosote in accordance with AWWA C6.

C. RAILS

1. The type of repaired rails shall be equivalent to the existing rail, as follows:
 - a. new rails
 - b. relayer rails
 - c. Pavement Guard Rails
 - d. Relayer rails as specified in 2.02 C.3 above, except that in lieu of the limitations specified therein, the only limitation shall be that the rail be sound, straight and suitable for its intended use.

D. RAIL APPURTENANCES

1. Joint Bars
AREA Manual for High Carbon Steel Joint Bars.
2. Track Bolts
AREA Manual for Heat-Treated Carbon Steel and Alloy Steel Track Bolts.
3. Spring Washers
AREA Manual for Spring Washers
4. Tie Plates and Switch Plates

AREA Manual for Low Carbon Steel Tie Plates; single shoulder type, 11-inch tie plate. Switch plates to permit spiking of each component with two spikes in each tie on each side of the rail assembly.

5. Track Spikes
5/8 inch cut spikes, 6 inches long, conforming to AREA Manual for Soft Steel Cut Track Spikes.
6. Relayer Rail Components
 - a. Relayer joint bars and relayer tie plates of the types specified in 2.02 D.11 and 2.02 D.4, respectively with relayer rails.
 - b. Bolts, ties and all other materials used with relayer rails shall be new and as specified herein.
7. Compromise Joint Bars
As required for connections to existing rail.

E. TURNOUTS

1. Tongue and mate switches shall be designed for diesel locomotive service and shall consist of the following:
 - A. Rail section for tongue switches, mates and frogs shall be 100 # ARA-A, or 115# RE or 136# RE as applicable.
 - B. Tongue Switches and mates shall be rigid and bolted rail design, 100-foot 0-inch centerline radius, 56 1/2-inch gauge. The switch tongue shall be made of forged steel. For geometry follow AREA Plan No. 980-60 entitled "Turnout and Crossover Data for Tongue Switch Construction for Use in Pavement".
 - C. Enclosed parallel ground throw with spring rod for attachment to bolted tongue switches and cast iron box.
 - D. Bolted rigid frogs conforming to ARA Plan with hook twin tie plates conforming to AREA Plan No. 241-85.
 - E. Guard rails 9-feet 5-inches long and tie plates for guardrails conforming to AREA Plan No. 504-71.
2. Split switches for turnouts shall be designed for diesel locomotive service and consists of the following:
 - a. Rail Section for split switches and frogs shall be either 100# RA , 115# RE or 136# RE as applicable.
 - b. Split switches at turnouts using No. 5 Frogs shall conform to AREA Plan No. 114-55 entitled "11'0" Straight Switch with Graduated Riser" and turnouts using No. 7 through No. 10 frogs shall conform to AREA Plan

No. 112-55 entitled “16’6” Straight Split Switch with Graduated Risers”, both with the following exceptions:

- (1) Switch points shall be single reinforced.
- (2) Hell Blocks shall be omitted.
- (3) In lieu of the twin plates, substitute turnout plates where regular tie plates cannot be used and elsewhere as herein specified.

For Geometry, follow AREA Plan No. 910-41 entitled “Turnout and Crossover Data for Straight Split Switches”.

- C. Switch stand and appurtenances for split switches shall conform to the requirements for low switch safety type stand of AREA Plan No. 251-55 entitled “Switch Stands and Appurtenances” and the following:

Height 13 inches +/-
Type Ground through, rigid with spring mechanism on connection rod
Throw Adjustable

- D. Bolted rigid frogs conforming to AREA Plan No. 241-85 entitled “Details and Typical Applications of Hook Twin Tie Plates”.
- E. Guard rails 9-feet 5-inches long and tie plates for guardrail conforming to AREA Plan No. 540-71 entitled “Guard Rails Tee Rail Design with Planned Flares and Plates”.
- F. **BUMPING POST**
Furnish and install bumping posts that are type WD.
As manufactured by Western-Cullen-Hayes, Inc. Indiana 47374.
- G. **FILL**
As specified in the Section entitled “EXCAVATION, BACKFILLING AND FILLING”.
- H. **CROSSINGS**
Furnish and install crossings of bolted rail type, two-rail design and conforming to the following AREA Plans:

<u>Angle of Crossing</u>	<u>AREA Plan No.</u>
90 degree to 50 degree	702
50 degree to 35 degree	704
35 degree to 25 degree	706
25 degree to 14 degree 15’	708
14 degree to 15’ to 9 degree 31’ 38”, include.	710

PART 3 - EXECUTION

3.01 INSTALLATION

Installation of trackwork shall comply with all applicable requirements of AREA Manual, manufacturers' recommendations, and with requirements specified below;

A. BALLAST

Tamping of ballast under and around ties shall conform to AREA Manual for laying of new track.

B. TIES

1. Space cross-ties evenly using no fewer than eighteen ties for each thirty-three-foot length of rail on both straight and curved track.

2. Place ties not directly under rail ends but on either side of and equidistant from the ends, maintaining the same total spacing between ties as exists elsewhere.

3. Lengths, spacing and layout of ties for turnouts shall be in accordance with AREA Plan O.912, except that the number of ties shall be modified as necessary because of the variation in turnout and crossover elements from those shown on AREA Plan No. 912 and as required for use with a tongue switch instead of a split switch. Switch ties shall be 9 inches wide by 7 inches thick.

C. LAYING TRACK

1. Lay rails with joints staggered and approximately opposite the midpoint of the opposite length of rail.

2. Location, number and width of joints shall be as approved by the Manager.

3. Use tie plates under each rail and on each tie. Tie Plates shall have full uniform bearing on the tie.

4. Spike rails at each tie using one spike on each side of rail on tangent track and two spikes on each side of rail on curved track.

5. Where relayer rails meet switches and frogs, there shall be no more than 1/16-inch difference in height between the top of rail and the top of the adjacent portion of the switch or frog and there shall be no more than 1/16-inch difference between the side of rail and the side of the adjacent portion of the switch or frog.

6. Make sure connections to existing rail are as necessary to achieve a complete and satisfactory tie-in to existing track.

D. RELOCATION OF EXISTING TRACK WORK

1. Exercise care in removal of existing track work materials, all existing rails, ties, and other rail appurtenances, so that said materials will be suitable for reuse. Unsuitable track work materials shall become the property of the

Contractor and shall be removed from Authority property, unless otherwise requested by the Port Authority to retain track work.

2. All suitable track work materials, as determined by the Manager, shall be reused in new track work construction before new materials are employed for the same purpose.
3. Provide all materials as required to complete the track work.
4. Existing bumping posts shall be relocated. After relocation the surfaces of the bumping posts shall be given two coats of yellow acrylic enamel paint. Prior to painting, the surfaces shall be cleaned of all grease, oil, loose rust and other objectionable material.

EXCAVATION, BACKFILLING AND FILLING

Part 1 - GENERAL

1.01 SUMMARY - This section specifies requirements for excavation, backfilling and filling.

A. Definitions

1. As used herein, excavation means the removal of existing pavement, concrete foundations and all materials other than bedrock..
2. As used herein, backfilling shall mean the filling of excavations made for construction purposes and shall extend only to existing grades or design grades, whichever are lower.
3. As used herein, filling shall mean the placement of fill material in conformance with requirements of this section at or above existing grades.

1.02 REFERENCES

American Society for Testing and Materials (ASTM)
ASTM D 422 Test Method for Particle - Size Analysis of Soils
ASTM D 1556 Test Method for Density of Soil in Place by the Sand-Cone Method
ASTM D 1557 Test Methods for Moisture - Density Relations of Soils and Soil Aggregate Mixtures Using 10 Lb. (4.54-Kg) Rammer and 18-in. (457-Mm) Drop.
ASTM D 2167 Test Method for Density of Soil in Place by the Rubber Balloon Method
ASTM D 2922 Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (shallow depth)
ASTM D 3017 Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (shallow depth)
ASTM D 4318 Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils
New Jersey Interagency Engineering Committee (NJIEC) Standard Soil Aggregate Gradations

1.03 JOB CONDITIONS

A. Protect Excavations as follows:

1. Prevent water from entering excavated areas and, if it does, remove it immediately to maintain a dry condition at all times.
2. Dispose of water in a manner not to cause injury to the public health or damage to public or private property.

3. If water enters excavated areas and weakens or disturbs underlying soil, remove the weakened or disturbed soil and replace it.
4. Where required for protection of adjacent utilities or structures or where required for performance of the Work, secure the sides of excavations against movement as follows:
 - a. Install sheet piling or sheeting held in place by waling and bracing members. Top of sheeting shall extend at least six inches above ground.
 - b. Do not excavate below the bottom of sheet piling or sheeting except as necessary to install sheeting.
 - c. Fill voids behind sheeting immediately with material conforming to I-12 designation defined in 2.01 or otherwise approved by the Engineer.
 - d. Comply with all other provisions of the Specifications that may impose additional or stricter requirements.
5. For excavations extending to a depth of 5 feet or more, and where sheeting is not required to conform with provisions of 1.03 A.4 above, excavate slope to a safe angle of repose, or protect trench excavation by use of a portable trench shield.
6. Restore all areas impacted by excavation to their original condition, matching pavement types and sections to meet original pavement grades.
7. Do not traverse paved areas with tracked vehicles or equipment (such as but not limited to carry-all scraper) which may damage pavement unless protected to the satisfaction of the Engineer.
8. Do not place fill or backfill on frozen subgrade.
9. Do not perform rolling or other compaction at any time when the ground water level is above a plane two feet below the surface to be compacted. When the ground water level is above such plane, lower it by approved methods and maintain it below such level prior to and during the compaction operations.

PART 2 - PRODUCTS

2.01 MATERIALS

A. FILL

1. Clean sand and gravel containing no organic matter, conforming to the following NJIEC Standard Soil Aggregate Gradations:

	Total % Passing By Weight		
NJIEC Designation	I-7	I-10	I-12
Sieve Size:			
4 inch		100	100
2 inch		80-100	
1 inch	100		
¾ inch		60-100	70-100
½ inch	80-100		
No. 4		40-100	
No. 8	35-100		
No. 16	25-90	20-70	
No. 50	5-50	5-40	0-75
No. 100	0-8	0-30	
No. 200	0-2	0-20	0-5

B. BACKFILL

1. Material shall conform to the requirements for I-12 designation.
2. Where the entire backfill is above the water table, material conforming to the requirements for I-10 designation may be used in lieu of I-12 designation, except under foundations and utilities.

C. SOURCES

1. When fill and backfill material are provided by the Authority, samples of material will not be required for testing.
2. Material excavated at the construction site shall be used for fill or backfill to the extent that it conforms to required NJIEC Designations specified in reference standard 2.01 A.1.

3. If sufficient quantities of material are unavailable from sources described in 2.01 and 2 above, furnish materials from sources off site.

PART 3 -EXECUTION

3.01 PREPARATION

A. CLEARING AND GRUBBING

Remove trees, clear and grub areas to be excavated or in which construction is to be performed, as follows:

1. Remove trees, stumps, all roots larger than 2 (two) inches in diameter and all matted root systems.
2. Remove all topsoil, debris, organic matter and other objectionable material not suitable for use as backfill or fill or for support or structures or pavements.
3. Backfill all holes and other low spots resulting from clearing and grubbing with material conforming to reference standard 2.10 B before proceeding with compaction of fill, as specified in reference standard 3.03, or with other construction in the area.

3.02 EXCAVATION

A. GENERAL

1. Excavation shall consist of removal of materials as defined in reference standard 1.01 B.1.
2. Excavate to elevations for installation of permanent construction in such manner as not to disturb the subgrade below such elevations.
3. Where existing foundations or other existing construction are encountered which may cause hard spots, remove them to a minimum of two feet below subgrade for pavement or structures.
4. Should bottom of excavation be weakened or disturbed or carried below required depth:
 - a. Under footings - Compact bottom as specified in 3.03 below and replace over-excavation with concrete of the same Class as that specified for the footing or foundation.

- b. Elsewhere - Compact bottom as approved by the Engineer and refill with material conforming to I-12 designations defined reference standard 2.01 A.1.
5. Perform excavation around and adjacent to existing structures, pipes and conduits which are to remain in place without damage to or movement of existing construction. When excavation is to be performed under such structures, pipes and conduits, support them in a manner as approved by the Manager to ensure uninterrupted operation of the supported items.

B. DEWATERING

1. Where excavations are to extend below the water table, prior to placement of any permanent construction, fill or backfill in any excavated area, lower the water table in such an area to two feet below the elevation of the required subgrade and maintain this condition until the construction or pavement is placed thereon.
2. Dewater in a manner to prevent the loss of ground due to migration of soil fines into the dewatering system.

C. TRENCHING FOR UTILITIES

1. Shape bottom of trench to uniform invert section.
2. When excavating in soft soils which may be subject to lateral movement or bottom heave, conform to requirements approved by the Manager.

D. DISPOSAL OF EXCAVATED MATERIAL

All debris and all material unsuitable for or in excess of that required for backfill or fill shall be disposed of away from the construction site, except that the Engineer may direct that excess fill be disposed of at a facility fill stockpile.

E. RESTRICTIONS

1. Do not place backfill until the Engineer has inspected and approved the Work and indicated where backfill may be placed.
2. Leave all pipe joints exposed until all tests on such pipe, required by other sections of these Specifications, have been performed.
3. Remove all temporary structures, sheet piles, sheeting, bracing and forms and all organic materials and debris of every nature, taking care, upon the removal

of sheet piling, sheeting and temporary supports, not to cause movement of adjacent ground or structures or to create the danger of a slide.

3.03 PLACEMENT AND COMPACTION

A. EQUIPMENT

1. Steel vibratory rollers shall have provision for regulation of vibration frequency and shall be one of the following, or an equal approved by the Engineer prior to installation:
 - a. Model CA-25 Series 2 manufactured by Dynapac Manufacturing, Inc.
 - b. Model Rascal 303 manufactured by Ray Go Inc.
 - c. Model SP-48 manufactured by Ingersol-Rand Company
2. Placement and spreading equipment shall be as approved by the Engineer.
3. Pneumatic-tired rollers shall have minimum weight of 20 tons and a tire pressure of between 60 and 150 psi as directed by the Engineer.
4. Mechanical tampers shall be one of the following, or equal as approved prior to use:
 - a. Model AV 1300 manufactured by J.I. Case/Tenneco Co.
 - b. Model BPS 2550 manufactured by Wacker Corp.
 - c. Model CM 13 manufactured by Dynapac Manufacturing, Inc.

B. COMPACTION REQUIREMENTS

Subgrade, excavated surfaces, existing surfaces, backfill and fill shall be compacted to achieve a density of at least 95 percent of the maximum density as determined by Method D of ASTM D 1557.

C. SUBGRADE, EXCAVATED AND EXISTING SURFACES

1. Compact surface with a minimum of six passes of an approved vibratory steel roller operated at a speed not to exceed three miles per hour and at the optimum operating frequency recommended by the manufacturer.
2. In areas where surface consists of a fine grained soil, compact with a minimum of six (6) passes of an approved pneumatic tire roller.
3. Overlap passes of roller a minimum of six (6) inches.

4. In areas where use of a roller is impractical, compact surface in six (6) inch lifts while at or near optimum moisture content, as determined by ASTM D 1557, with mechanical tampers.

D. BACKFILL AND FILL

1. Moisture content of backfill and fill material shall be within a range of plus or minus two percent of optimum moisture content as determined by ASTM D 1557.
2. Backfill, conforming to I-12 gradation, and fill, conforming to I-7 and I-12 gradation, shall be placed in 14-inch, loose layers and compacted with a minimum of six passes of an approved vibratory roller operated at a speed not to exceed three miles per hour.
3. Overlap passes a minimum of six inches.
4. Backfill and fill, conforming to I-10 gradation, shall be placed in 12-inch loose layers and compacted with a minimum of six passes of an approved pneumatic-tired roller.
5. In areas where a 14-inch layer over existing material is not adequate to support the construction equipment, increase thickness of first lift as approved by the Engineer.
6. In areas where use of a roller is impractical, place fill in maximum 9-inch, loose layers and compact with approved mechanical tampers to specified density.
7. Compact backfill as specified in 3.0.3 D.6 above for fill. In pipe trenches, each layer of backfill shall be not more than eight inches in thickness before compaction. Backfill shall be placed on both sides of the pipe, simultaneously.
8. The surface of filled or backfilled areas which are to receive pavement or on which a structure is to be placed shall be within plus or minus 1/2 inch of elevation shown and shall be free of depressions or projections greater than 1/2 inch when tested with a 16 foot straight edge.
9. The surface of filled areas at other locations shall be within plus or minus one inch of elevations shown unless a closer tolerance is necessary to meet requirements of other Sections of the Specifications.

E. . PROOFROLLING IN PAVEMENT AREAS

1. After excavation has been performed to the elevation of pavement sub grade, proof roll the area with two (2) passes of a pneumatic-tired roller.
2. If, in the sole determination of the Manager, the proofrolling procedures result in noticeable weaving of the surface, perform excavation of unsuitable material below pavement sub grade, within the limits and to the depth as may be ordered by the Manager.

3. In no case shall the depth of such removal of unsuitable material exceed three feet below the pavement sub grade.
4. Remove all such unsuitable material and replace it with suitable backfill material in accordance with the requirements of 2.01 B.

DENSE GRADED AGGREGATE BASE COURSE

PART 1 - GENERAL

1.01 SUMMARY

This section specifies requirements for dense graded aggregate base course.

1.02 REFERENCES

The following is a listing of the publications referenced in this section.

- American Association of State Highway and Transportation Officials (AASHTO)
AASHTO T 90 Test Method for Liquid Limit, Plastic Limit and Plasticity
Index of Soils American Society for Testing and Materials (ASTM)
ASTM C 88 Test Method for Soundness of Aggregates by use of
Sodium Sulfate or Magnesium Sulfate
ASTM D 1557 Test Method for Moisture-Density Relations of Soils
and Soil-Aggregate Mixtures Using 10 lb. (4.54 kg)
Rammer and 18 inch (457 mm) Drop
ASTM D 1883 Test Method for Bearing Ratio of Laboratory-
Compacted Soils New Jersey Interagency Engineering
Committee (NJIEC) Standard for Dense Graded
Aggregate Base Course

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

A. JOB CONDITIONS

1. Do not spread dense graded aggregate unless sub grade is free of frost and standing water.
2. Do not place dense graded aggregate or perform any rolling when ground water level is above a plane two feet below the bottom of dense graded aggregate course.
3. When necessary, lower and maintain ground water below required plane by methods approved by the Manager.

B. DESIGN AND TOLERANCE

1. The compacted base course shall have a minimum California Bearing Ratio (CBR) of 60 (ASTM D 1883).
2. Surface shall be within plus or minus 1/2 inch of elevations and free of depressions or projections greater than 1/2 inch when tested with a 16 foot straight edge. In areas to be paved with concrete, the base course surface shall be free of depressions or projections greater than 1/4 inch when tested with a 10-foot straight edge.
3. Thickness of dense graded aggregate at any point shall not be deficient by more than 1/2 inch from the required thickness

4. The field density of the dense graded aggregate course after rolling shall be at least 95 percent of maximum density as determined by Method of ASTM D 1557.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Dense graded aggregate shall be quarry processed, quality controlled, crushed dolomite limestone, gneiss or trap rock.

- B. Gradation

<u>Sieve Size</u>	<u>% Passing By Weight</u>
1 1/2"	100
3/4 "	55-90
No. 4	25-60
No. 50	5-25
No. 200	3-12

The portion passing the No. 50 sieve shall be non-plastic when tested in accordance with AASHTO T90.

- C. Dense graded aggregate shall conform to all the requirements of the "New Jersey Interagency Engineering Committee Standard for Dense Graded Aggregate Base Course", with the following exceptions:
 1. The provision for material passing the No. 4 sieve consisting entirely or in part of natural processed sand is deleted.
 2. The use of blast furnace slag, shale, mica schist, slate or sandstone will not be permitted.
- D. Loss limitation shall be not more than 10% loss by weight per ASTM C 88, using sodium sulfate for 5-cycle test period or not more than 15%, loss by weight using magnesium sulfate for 5-cycle test period.

PART 3 - EXECUTION

3.01 INSTALLATION

A. EQUIPMENT

1. Steel vibratory rollers shall have provision for regulation of vibration frequency and shall be one of the following:
 - a. Model CA-25 Series 2, manufactured by Dynapac Manufacturing, Inc.
 - b. Model Rascal 303, manufactured by Ray Go Inc.
 - c. Model SP-48, manufactured by Ingersoll-Rand Company

2. Placing and spreading equipment shall be as approved by the Engineer and shall be capable of spreading stone without segregation of aggregate sizes.
3. Pneumatic-tired rollers shall have minimum weight of 20 tons and a tire pressure of between 60 and 150 psi, as directed by the Engineer.
4. Mechanical tampers shall be one of the following:
 - a. Model AV 1300, manufactured by J.I. Case/Tenneco Co.
 - b. Model BPS 2550, manufactured by Wacker Corp.
 - c. Model CM 13, manufactured by Dynapac Manufacturing, Inc.

B. PREPARATION OF SUBGRADE

1. Verify that the job conditions specified in 1.03 A have been met and that there are no high points in the subgrade that would interfere with meeting the tolerance requirements specified in 1.03 B.
2. For granular subgrades, compact subgrade with a minimum of six passes of an approved vibratory steel roller operated at a speed not to exceed 3 miles per hour and at the optimum operating frequency recommended by the manufacturer.
3. For fine grained soil subgrades, compact subgrade with a minimum of six passes of an approved pneumatic-tired roller.
4. Overlap passes of roller a minimum of 6 inches.
5. In areas where use of a roller is impractical, compact subgrade while at or near optimum moisture content with mechanical tampers.
6. Provide grade control as follows:
 - a. Set grade stakes on a rectangular grid not more than 25 feet on centers.
 - b. After firmly driving stakes, offset mark each 6 inches above top of base course.
 - c. Maintain stakes during placing of base course.

C. PLACEMENT AND COMPACTION

1. Place aggregate evenly over prepared subgrade with approved spreading equipment, to a level which will compact to required thickness.
- 2.. Compact immediately while at or near optimum moisture content by rolling with six (6) passes of a vibratory roller operated at a speed not to exceed 3 miles per hour and at the optimum operating frequency recommended by the manufacturer.
3. Commence rolling at sides and progress towards center with passes overlapping a minimum of 6 inches.
4. Then roll with a minimum of six (6) passes of a pneumatic-tire roller, varying the direction of the roller as necessary, until the tolerance requirements specified in 1.03 B are met.
5. In areas where use of rollers is impractical, compact aggregate with manually operated equipment while at or near optimum moisture content.
6. If, in the opinion of the Manager, the compacted base course has softened due to exposure to the elements, drain off all free-standing water and recompact the base course until density requirements are met.

D. ADJUSTMENT OF DEFICIENCIES

1. Scrape, add or remove material or replace deficient material, and reroll with a ten-ton power roller to meet specified density.
2. Recompact as specified in 3.02 C above.
3. Continue until all the tolerance requirements specified in 1.03 B have been satisfied.

ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.01 SUMMARY

This section specifies plant mix macadam base course, bottom course, top course, tack coat and top course overlay of asphalt concrete paving.

1.02 REFERENCE

The following is a listing of the publications referenced in this Section:

New Jersey Inter-Agency Engineering Committee
Standard Bituminous Concrete Mixture Design Table

AASHTO T27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T90	Determining the Plastic Limit and Plasticity Index of Soils
American Society for Testing and Materials (ASTM)	
ASTM C 88	Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Test Method for Materials Finer Than 75-micrometers (No. 200)
	Sieve in Mineral Aggregates by Washing
ASTM C 127	Test Method for Specific Gravity and Absorption of Coarse Aggregate.
ASTM C 128	Test Method for Specific Gravity and Absorption of Fine Aggregate.
ASTM C 131	Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
ASTM C 136	Method for Sieve Analysis of Fine and Coarse Aggregates.
ASTM D 75	Standard Practice for Sampling Aggregates.
ASTM D 242	Mineral Filler For Bituminous Paving Mixtures
ASTM D 692	Coarse Aggregate for Bituminous Paving Mixtures
ASTM D 979	Methods for Sampling Bituminous Paving Mixtures
ASTM D 995	Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
ASTM D 1073	Fine Aggregate for Bituminous Paving Mixtures
ASTM D 1559	Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	Test Method for Theoretical Maximum Specific Gravity of Bituminous Paving Mixtures
ASTM D 2172	Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2726	Test Method for Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens

ASTM D 3203	Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3381	Viscosity - Graded Asphalt Cement for Use in Pavement Construction
ASTM D 3549	Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D 3665	Practice for Random Sampling of Construction Materials

Dept. Of Transportation - Federal Aviation Administration (FAA)

Eastern Region Laboratory Procedures Manual (ERLPM) March, 1984

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

A. JOB CONDITIONS

1. Apply tack coat only when the base surface is dry, the ambient temperature in shade is 35 degrees F or above and the temperature has not been below 32 degrees F for 12 hours immediately prior to application, unless otherwise approved by the Engineer.
2. Asphalt Concrete Mixture lay down temperatures shall be within the limits shown in the following table:

**TABLE OF ASPHALT CONCRETE MINIMUM LAYDOWN TEMPERATURE
(IN DEGREES F)
Course Thickness in Inches**

Base Temp in Deg. F	1/2	3/4	1	1 1/2	2	3 & Greater
20-30	---	---	---	---	---	285
31-40	---	---	---	305	295	280
41-50	---	---	310	300	285	275
51-60	---	310	300	295	280	270
61-70	310	300	290	285	275	265
71-80	300	290	285	280	270	265
81-90	290	280	275	270	265	260
91 & over	280	275	270	265	260	255

3. In case of sudden rain, the Engineer may permit placing of mixture then in transit from the plant, provided the surface is free from pools of water and lay down temperatures conform to the above tabulation. Such permission, however, shall not be interpreted as a waiver of any of the quality requirements.

B. ASPHALT CONCRETE DESIGN

1. Design asphalt concrete job mix formula based on the “New Jersey Inter-Agency Engineering Committee Standard Bituminous Concrete mixture Design Table” specified in 2.03A.
2. Design the Marshall Stability to a value of sufficient magnitude to allow for plant production variations such that the stability listed below is obtained in at least 90 percent of the test plugs at 75 blows.
3. In the bottom courses the percent air voids will be determined by comparing bulk specific gravity (S.G.) computed as follows:

$$S.G. = \frac{\text{Weight, dry specimen (grams)}}{12.87 \times d \times h}$$
 where d, the measured diameter (in.) and h, the measured height (in.) with that determined in accordance with ASTM D 2041.
4. Design the asphalt concrete to the following criteria:

Design Properties	Asphalt Concrete Mixture		
	1-1	1-2	1-3
Marshall stability, lbs. @ 75 Blows (ASTM D 1559)	1000	1200	1200
Flow Value, 0.01 inches (ASTM D 1559)	6-16	8-16	
Air Void, Percent (ASTM D 3203)		3.5-7.5	
Percent Voids Filled with Bitumen			60-70
VMA, Minimum %	14	14	

Design Properties	Asphalt Concrete Mixture		
	1-4	1-5	1-6
Marshall stability, lbs. @ 75 Blows (ASTM D 1559)	1800	1200	1000
Flow Value, 0.01 inches (ASTM D 1559)	8-16	8-16	8-16
Air Void, Percent (ASTM D 3203)	3.0-5.0	3.0-5.0	3.0-6.0
Percent Voids Filled with Bitumen	74-84	74-84	
VMA, Minimum %	15	18	20

5. The design job mix formula shall indicate definite percentage passing for each sieve fraction of aggregate and bituminous cement content.

6. Plant mix macadam base course (I-1) shall be mixture within the gradation limits indicated.
7. Design new job mix formula for each asphalt plant used, whenever there is a change in material or when field conditions dictate a need for redesign.
8. Determine the index of retained stability of specimens of the composite paving mixture by procedures specified in FAA ERLPM, Appendix E, entitled "Measurement of Reduction in Marshall Stability of Bituminous Pavements Caused by immersion in Water". Copies may be obtained from the Engineer. The value shall be not less than 75.

C. IN-PLANT PAVEMENT REQUIREMENTS

Courses after rolling shall conform to the following, as applicable:

1. Final surface shall be smooth and free from roller marks and irregularities greater than 1/4 inch when tested with a 15-foot straight edge furnished by the Contractor.
2. Plant mix macadam base course shall have stone thoroughly interlocked, interstices reduced to a minimum and creeping of mixture no longer visible and with no further increase in density achievable by additional rolling.
3. Top and overlay pavement courses shall have average in-place density of 97 percent and a minimum air void content of 3 percent. In no case shall any one of tested sublots be less than 95.7 percent of the laboratory compacted job mix formula density.
4. Pavement courses shall conform to thicknesses shown within the following tolerances:

<u>Course or Combination of Courses</u>	<u>Tolerance (in inches) Plus or Minus</u>
Thickness of top course	1/4
Total thickness of top course and bottom course	1/4
Total thickness of plant mix macadam base course, bottom course, and top course	1/4
Overlay thickness shall be measured by the tolerance in 1.03 C.2.	---

* All Measurements for this purpose shall be to the nearest 1/8th inch.

1.04 QUALITY ASSURANCE

A. LABORATORY

1. Establish and maintain a laboratory, at the mixing plant, with all laboratory equipment required for checking compliance with applicable job mix formula and production control requirements.
2. Provide a laboratory technician qualified to perform all tests required for compliance with 1.04 A.1 above and additional tests the Engineer may require, without additional compensation. If, in the opinion of the Engineer, the technician is not qualified to perform all such tests, the Contractor shall replace him with a technician satisfactory to the Engineer. The laboratory technician provided shall hold a current certificate issued by the New Jersey Society of Asphalt Technologists, Inc. (NJSAT) Information regarding the certification procedure can be obtained by contacting NJSAT. (Submit a copy of the Certificate to the Engineer).

B. SOURCE OF AGGREGATE AND SAMPLING

1. Sources of aggregates shall be selected well in advance of the time the materials are required for the construction. When the aggregates are obtained from a previously approved source, random hot bin samples shall be submitted fourteen (14) days prior to the start of production and if from a source not previously approved, random hot bin samples shall be submitted forty five (45) days prior to the start of production. Sampling of the hot bin materials for job mix formulation will be observed by the Engineer and identical samples will be obtained for verification of the job mix formulation by the Authority's Materials Laboratory. Where previously used or concurrent job mix formulations are to be used, hot bin samples may be waived by the Engineer.
2. When more than one asphalt plant is to be used to supply asphalt concrete to the construction site, each asphalt plant shall use the same material and a similar job mix formula.
3. Locations and timing of random sampling shall be determined in accordance with ASTM D 3665.

C. QUALITY CONTROL PLAN

1. The Contractor shall develop and maintain a quality control plan to ensure that all materials and completed construction conform to the Contract requirements, whether manufactured or processed by the Contractor or procured from subcontractors or vendors. The Engineer shall be afforded access to the Contractor's plant and equipment at all times for the checking of compliance with Contractor's approved quality control plan.

2. The quality control plan shall include at a minimum:
 - a. The assignment of quality control responsibility to specifically named individuals;
 - b. Performance of regularly scheduled inspection procedures;
 - c. Provisions for the prompt implementation of control and corrective measures;
 - d. Provisions for liaison with the Engineer at all times.

D. CONTRACTOR'S QUALITY CONTROL TESTS

1. Perform all quality control tests necessary to control the production and construction processes. The testing program shall include, but shall not necessarily be limited to, tests for the control of bitumen content, aggregate gradation, Marshall properties and temperatures.

Obtain samples at the direction of the Manager for the purpose of quality control testing. Random sampling procedures specified in ASTM D 3665 shall be used for determining the selection of samples as follows:

- a. Take four (4) samples of freshly mixed material per each lot (one sample from each subplot) for top, bottom, overlay and plant mix macadam base courses. A subplot is one quarter of the lot. Take samples in accordance with ASTM D 979 from material at the mixing plant. When conditions cause production to be terminated before the completion of a full lot the following procedures shall be used to adjust the lot size and the number of test for the lot. Where three (3) sublots are produced they shall be used to adjust the lot size and number of tests for the lot. Where three (3) sublots are produced they shall constitute a lot and the last batch produced shall be sampled and its properties shall be considered as representative of the particular subplot from which it was taken. When one (1) or two (2) sublots are produced, they shall be incorporated into the previous lot and the total number of sublots shall be used in the calculation of quantity subject to determination of deductions from Contract Compensation for deficiencies, as found in Part 4 of this Section.
- b. Test samples in accordance with ASTM D 2172 to determine asphalt cement content. Test recovered aggregate to determine gradation in accordance with ASTM C 136. When automated recording plants are used for production, the average of ten consecutive printouts may be used for asphalt cement content determination.

- c. Prepare three plugs from each sample and test them in accordance with ASTM D 1559 using automatic compaction procedures. Air voids and voids filled with bitumen will be determined in accordance with ASTM D 3203. VMA will be estimated by adding percentage of bitumen (by volume) to the percent air voids.
- d. Take hot bin or feeder belt composite samples of top, bottom, overlay and plant mix macadam aggregates at least twice daily and check gradation in accordance with ASTM C 136, including washing material passing No. 8 sieve in accordance with ASTM C 117.

Obtain samples at the direction of the Manager for the purpose of quality control testing. Random sampling procedures specified in ASTM D 3665 shall be used for determining the selection of samples as follows:

- a. Take four (4) samples of freshly mixed material per each (one sample from each subplot) for top, bottom, overlay and plant mix macadam base courses. A subplot is one quarter of the lot. Take samples in accordance with ASTM D 979 from material at the mixing plant. When conditions cause production to be terminated before the completion of a full lot the following procedures shall be used to adjust the lot size and the number of tests for the lot. Where three (3) sublots are produced they shall be used to adjust the lot size and number of tests for the lot. Where three (3) sublots are produced they shall constitute a lot and the last batch produced shall be sampled and its properties shall be considered as representative of the particular subplot from which it was taken. When one (1) or two (2) sublots are produced, they shall be incorporated into the previous lot and the total number of sublots shall be used in the calculation of the quantity, subject to determination of deductions from Contract Compensation for deficiencies, as found in Part 4 of this Section.
- b. Test samples in accordance with ASTM D 2172 to determine asphalt cement content. Test recovered aggregate to determine gradation in accordance with ASTM C 136. When automated recording plants are used for production, the average of ten consecutive printouts may be used for asphalt cement content determination.
- c. Prepare three (3) plugs from each sample and test them in accordance with ASTM D 1559, using automatic compaction procedures. Air voids and voids filled with bitumen will be determined in accordance with ASTM D 3202. VMA will be estimated by adding percentage of bitumen (by volume) to the percent air voids.

- d. Take hot bin or feeder belt composite samples of top, bottom, overlay and plant mix macadam aggregates at least twice daily and check gradation in accordance with ASTM C 136, including washing material passing No. 8 sieve in accordance with ASTM C 117.
 - e. At least six (6) times daily, check and record temperatures at necessary locations to determine the temperatures of:
 - (1) Aggregates and asphalt cement immediately before introduction to the pug mill or dryer drum;
 - (2) The mixture immediately after discharge from the pug mill or dryer drum;
 - (3) The mixture at the spreader on the construction site.
 - f. Perform the additional testing as required to ensure that mixtures produced meet the requirements of this Section.
- 2. Control charts shall be maintained on the 1/2 inch, No. 8, No. 50 and No. 200 sieves, and on the asphalt content of the mix. Each individual test shall be plotted. The charts shall be posted and shall be accessible to the Manager at all times.
 - 3. Take prompt action to correct any errors, equipment malfunction, and process changes, or other causes which have resulted or could result in submission of materials and completed construction which do not conform to the requirements of this Section. The values for each subplot, tested in accordance with 1.04 D.1.A., shall conform to the parameters specified in 1.03 B. If two consecutive subplot values do not fall within the specified job mix formula tolerance ranges specified in 3.02 B, the Contractor shall cease production until remedial action is taken which shall bring production within the permitted tolerance.
 - 4. Document quality control efforts using copies of the sample forms contained in the FAA ERLPM, Appendix C, in its entirety, or Port Authority forms PA 620 and "Asphaltic Concrete Test Data".
 - 5. If a storage silo is used:
 - a. Check the silo to see that it can properly store the asphalt concrete for the time involved.
 - b. Take samples of asphalt concrete as it is unloaded from the silo and check them for conformance to this Section.

- c. Silo storage time shall be as approved by the DOT of the state in which the Work is to be performed, but shall in no case exceed 24 hours.
6. From the first day's production of each type course, select an area to be called a control strip. Each control strip shall be 100 feet long and 2 spreader widths wide and shall be constructed to meet the requirements of this Section and in the same manner as the remainder of the course it represents. The control strip shall become part of the completed pavement if, in fact, it does meet the requirements of this Section. The purpose of the control strip is to have the Contractor demonstrate that he can construct a pavement using his proposed equipment and methods of operation and satisfy all quality requirements prior to the start of full production. A new control strip shall be constructed whenever a change is made in equipment, methods of operation, the type or source of material or whenever there is a change in the job mix formula.
7. Include, as part of the quality control plan, the use of a nuclear density device to aid in meeting the specified target densities. Such device shall be calibrated with the control strip cores.

E. ENGINEER OF MATERIAL'S SAMPLING AND TESTING

1. Asphalt concrete shall be received only from approved automated plants equipped with interlocks and printouts meeting the requirements for ASTM D 995 and subject to the following:
 - a. Plant interlocks and printouts shall be in operation during production and copies of all printouts shall be furnished to the Engineer daily.
 - b. Scales shall be certified by an approved agency at least every 90 days and copies of certification shall be submitted to the Engineer on request.
2. Provide labor and equipment to take samples, except cores, to check thickness and density in checking grades and surface smoothness.
3. Take field samples in accordance with ASTM D 979 from the mat (material placed by the spreader but prior to compaction). These samples shall be from the sublots that were sampled in 1.04 D.1.a. The Engineer may prepare three plugs from each sample and test them in accordance with ASTM D 1559 using automatic compaction procedures. Air voids and voids filled with bitumen will be determined in accordance with ASTM D 3203. The average test values obtained from each lot of top, bottom and test values obtained from each lot of top, bottom and overlay courses shall conform to the

parameters specified in 1.03 B. If two (2) consecutive subplot values fail to comply with the specified ranges, cease production until remedial action is taken, which shall bring production within the permitted tolerances.

4. For thickness determination, exclusive of overlay pavement, each course will be divided into area lots consisting of the area covered by the lot sampled as specified in 1.04 D.1.a. and each lot will be further subdivided into four equal sublots. The Engineer will take two 4-inch cores randomly in each subplot to check thickness of the top and bottom courses. The thickness of each subplot will be determined by averaging the two core thicknesses. One fourth of all such cores will continue through the plant mix macadam base course. Thickness will be determined in accordance with ASTM D 3549.
5. A joint survey shall be performed by personnel of the Contractor and the Engineer of Materials for the purpose of checking compliance to required surface grade tolerances. Joint surveys shall be taken within 28 days of placement of top course or overlay.
6. **Pavement Density**
The Engineer may determine the density of the pavement by using a nuclear density device. Should the Engineer require further testing, he will determine the in-place density by taking cores at random locations. Should this be required, then the value of in-place density will be used to determine the density and the nuclear density results will be disregarded. The procedure will be as follows:
 - a. The Engineer of Materials will determine the in-place density of the pavement by taking and averaging cores taken at random. The values of the in-place density shall conform to 1.03 C.4.
 - b. Cores taken from the top course or overlay will be tested for bulk specific gravity in accordance with ASTM D 2726.
 - c. The average in-place density determination, taken from the area covered by the lot sampled as specified in 1.04 D.1.a, shall be as specified in 1.03 C.4. The average in-place density will be determined by summing up the subplot in-place density readings obtained from all the sublots, divided by the number of sublots. The in-place density for each subplot will be obtained from the average of two core readings taken from each subplot on a random basis divided by the maximum specific gravity (ASTM D 2041) taken for that subplot. In overlay areas, any core with a thickness less than twice the maximum size of the coarse aggregate will be discarded and additional random cores will be taken as required to ensure representative readings.

- d. The procedure specified in (a) through (c) above will be repeated when a change is made in the type or source of material or whenever a new job mix formula is approved for material from the same source.
 - 7. The Contractor shall patch all areas where samples are taken with an approved asphalt concrete or Portland cement concrete properly tamped to fill all voids and struck off flush with the surface.
 - 8. The Engineer of Materials may at any time, notwithstanding previous plant approval, reject and require the Contractor to dispose of any batch of bituminous mixture which is rendered unfit for use due to contamination, segregation or incomplete coating of aggregate. Such rejection may be based on only visual inspection. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer and, if he can demonstrate in the laboratory, in the presence and to the satisfaction of the Engineer, that such material was erroneously rejected, such rejected material will be deemed Extra Work.
 - 9. The Engineer of Materials may determine the Marshall Stability, flow and air voids of random samples taken from each subplot of asphalt concrete produced. Where there is not sufficient asphalt concrete required to comprise 4 sublots, the asphalt concrete will be divided into as many 150-ton sublots as possible. The samples for the above testing will be taken in accordance with ASTM D 979 from material placed by the spreader but prior to compaction or at the asphalt plant from loaded trucks. Marshall Stability and flow will be tested in accordance with ASTM D 1559 and the air voids will be determined in accordance with ASTM D 3203.
- F. For work performed in the State of New Jersey after January 1, 1993, the Contractor shall have a representative present during all paving operations who shall be certified by the Society of Asphalt Technologists of New Jersey, Inc., as an Asphalt Paving Construction Technologist.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Use vehicles with clean, metal bottoms free from kerosene and other solvents.
- B. Protect asphalt concrete in transit from weather and loss of heat with adequate covers.
- C. Deliver asphalt concrete to the construction site in sufficient quantities to ensure continuous paving before preceding batch or batches have cooled.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

Manufacturers of asphalt cement shall be located within 25 miles of Port Newark.

2.02 MATERIALS

A. AGGREGATES

1. If the index of retained stability of the specimens of composite mixture, specified in 1.03 B.8, is less than 75, the aggregates will be rejected unless the Contractor treats the asphalt cement with an approved anti-stripping agent. The amount shall be sufficient to produce an index of retained stability of not less than 75.
2. Coarse Aggregate
 - a. Except for use in a roadway-wearing course, coarse aggregate shall conform to ASTM D 692, except as follows: Use broken stone or crushed gravel having not less than 75% by weight of pieces with two or more fractured faces, with a maximum of 8% of flat or elongated pieces, with maximum percentage of wear (ASTM C 131) of 40% and with a magnesium sulfate loss (ASTM C 88) of not more than 12% for a five-cycle test period.
 - b. Where the asphalt concrete is to be used as a roadway wearing course, coarse aggregate shall conform to ASTM D 692 except as follows: Use broken stone, which shall be trap rock or gneiss of uniform quality obtained from a source approved by the New York State Department of Transportation or the New Jersey Department of Transportation for use in asphalt concrete. The aggregate shall have not less than 75% by weight of elongated pieces, with maximum percentage of wear (ASTM C 131) of 30% and with a magnesium sulfate loss (ASTM C 88) of not more than 12% for a five-cycle test period.
 - c. A flat particle is one having a ratio of width to thickness greater than five; an elongated particle is one having a ratio of length to width greater than five.
3. Fine aggregate shall be a blend of stone sand and stone screenings conforming to ASTM D 692, with maximum percentage of wear (ASTM C 131) of 30% and with a magnesium sulfate loss (ASTM C 88) of not more than 18% for a five-cycle test period. Natural sand and slag shall not be used.
 1. Mineral filler shall conform to ASTM D 242.

B. ASPHALT CEMENT

Asphalt cement shall conform to ASTM D 3381, Viscosity Grade AC20, except that the penetration of the asphalt cement at 77 degrees F, 100g, five seconds, shall be not less than 60 and not more than 100.

C. TACK COAT

Asphalt cement as specified in 2.02 above.

2.03 MIXES

**A. NEW JERSEY INTER-AGENCY ENGINEERING COMMITTEE
STANDARD BITUMINOUS CONCRETE MIXTURE DESIGN TABLE**

Mix Designation and Nominal Maximum Size of Aggregate

	Base Course		Bottom Course	Top Course		
	I-1	I-2	I-3	I-4	I-5	I-6
	1"	1 1/2"	1"	1/2"	3/8"	
No.4						

Grading of total aggregate (coarse plus fine, plus filler if required).
Amounts finer than each laboratory sieve (Sq. Opening) weight Percent

Sieve Size:						
2"	---	100	---	---	---	---
1 1/2"	100	90-100	100	---	---	---
1"	90-100	80-100	90-100	100	---	---
3/4"	60-80	65-95	75-90	95-100	---	---
1/2"	---	50-85	60-80	75-95	---	---
3/8"	15-40	40-75	50-70	65-85	80-100	100
No.4	0-10	25-60	25-60	35-65	55-75	80-100
No.8	---	20-50	15-45	25-50	30-60	65-100
No. 16	---	---	---	18-40	20-45	40-80
No. 30	---	---	---	12-30	15-35	20-65
No. 50	---	8-30	3-18	10-23	10-30	7-40
No. 100	---	---	---	---	---	5-20
No. 200	---	4-12	1-7	4-10	4-10	4-10

Asphalt Cement, Weight by Percent of Total Mixture

	2.5-3.1	3.5-8	4-8.5	4.5-9.5	5-10	7-
12						

Note No. 1 Material passing the No. 200 sieve may consist of fine particles of the aggregate of mineral filler, or both. Material passing the No. 30 sieve shall be non-plastic

when tested in accordance with the requirements of AASHTO T90.

Note No. 2 The maximum size of coarse aggregate shall be no more than 1/2 of the proposed pavements lift thickness.

Note No. 3 If the aggregate does not satisfy index of retained stability requirements, add an approved anti-stripping agent. (See 2.02 A.1).

Note No. 4 Job Mix Formula shall follow a smooth curve within the specified limits for all sieve sizes of the Mixture Design Table. The Job Mix Formula value for individual sieve sizes shall fall in the middle of the specified band.

B. JOB MIX FORMULA AND CHECKLIST

Develop Job Mix Formula and provide information for the following checklist:

1. General
 - a. Contractor and Contract number
 - b. Type of bituminous mixture
 - c. Type and source of aggregates
 - d. Type and source of asphalt cement

2. Aggregates
 - a. Sieve analysis of each aggregate to be used in mixture in accordance with ASTM C 136 or AASHTO T27 (dry sieve only)

 - b. Physical test of aggregates - soundness and wear

 - c. Bulk specific gravity and absorption in accordance with ASTM C 127 for coarse aggregate and C 128 for fine aggregate. The Aggregate shall be sampled from the plant hot bins or feeder belt.

 - d. Proportion used of each type aggregate.

 - e. Theoretical gradation of combined proportions of aggregates

3. Bituminous Materials
 - a. Type and grade
 - b. Specific gravity

4. Optimum Bitumen Content Determination in accordance with ASTM D 1559
 - a. Compactive effort (75 blows applied to specimen, each face)
 - b. Actual specific gravity and unit weight of each specimen
 - c. Percent, asphalt cement in each specimen
 - d. Theoretical specific gravity of each specimen calculated
 - e. Graph of stabilities vs. Asphalt cement content
 - f. Graph of low values vs. Asphalt cement content
 - g. Graph of voids filled vs. Asphalt cement 1/
 - h. Graph of air voids vs. Asphalt cement content 1/

- I. Graph of voids in mineral aggregates vs. Asphalt cement content.
 - J. Graph of unit weight vs. Asphalt cement content
 - k. Visual description of specimens at optimum bitumen, (i.e., dry, flushing, etc.)
5. Summation of Established Job Mix Formula
- a. Combined gradation of aggregates
 - b. Optimum asphalt cement content from above graphs
 - c. Specified job mix tolerance range
 - d. Mixing temperature - to be measured at point of discharge into haul units
6. Summation of the Characteristics of the Mixture at Optimum Asphalt Cement Content
- a. Stability, pounds
 - b. Flow valve, hundredths of an inch
 - c. Actual specific gravity of laboratory compacted mixture
 - d. Maximum specific gravity of paving mix at optimum asphalt cement content in accordance with ASTM D 2041
 - e. Total voids (air), percent, in laboratory compacted mixture
 - f. Voids filled with bitumen, percent, in laboratory compacted mixture
 - g. Voids in the mineral aggregate, percent, in laboratory compacted mixture
 - h. Actual unit weight, pound/cubic ft. of laboratory compacted mixture
 - I. Index of retained stability determined by procedures specified in FAA ERLPM, Appendix E entitled "Measurement of Reduction in Marshall Stability of Bituminous Pavements Caused by Immersion of Water".
7. Verification of Job Mix Formula Characteristics

Where the asphalt cement content for the proposed Job Mix formula does not coincide with the asphalt cement content used in the trial specimens, an additional set of specimens shall be prepared for the proposed Job Mix Formula asphalt cement content to verify that actual Marshall result duplicate those anticipated from the curves.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Clean all underlying pavement surfaces of all loose and foreign material by sweeping with hand brooms, power sweepers or blowers as directed by the Engineer.
- B. Verify that required grade and density tolerances of previous courses have been obtained before placing asphalt concrete.
- C. Construct keyways for overlay pavements as shown by using longitudinal or transverse cuts into the existing pavement, and by removing the necessary amount of pavement to provide a smooth transition from the new to existing asphalt concrete surfaces.

D. Tack coat

- 1. Apply tack coat by brush on edges of all previously placed or existing pavement and surfaces of manholes and other structures that will be in contact with pavement course to be placed.
- 2. Apply tack coat by pressure distributor to existing pavement surface to receive new pavement course or where a course is not placed within 24 hours after placing the underlying course, according to the following table:

<u>Type Asph.</u>	<u>Application Temp., Deg. F</u>	<u>Application Rate. Gal/S.y.</u>
Asph. Cement	275-400	0.10 - 0.20

- 3. Protect structures, such as manhole frames and covers, joints and steel faced curbs within areas to be tack coated, prior to tack coating, by masking them with tarpaper, polyethylene film or other approved material(s).
- 4. Follow immediately with placement of asphalt concrete course. Take precautions necessary to maintain and protect the tack coated surface from damage until the next course is placed, including placement and removal of sand as necessary to blot up excess material.
- 5. All tack coated surfaces shall be paved or protected prior to opening the area to traffic.

3.02 APPLICATION

A. MIXING IN PLANT

1. Place aggregate through a dryer and heat to temperature not exceeding 350 degrees F.
2. Screen aggregate to appropriate fractions and place each fraction in a storage bin over mixer unit.
3. Use equipment conforming to ASTM D 995 for preparation of paving mixtures, except provide one bin for fine aggregate and three for coarse aggregate.
4. Introduce aggregate into mixer at between 250 and 350 degrees F and dry mix for minimum of 5 seconds before adding asphalt cement.
5. Heat asphalt cement to a temperature not exceeding 325 degrees F and introduce it into mixer at a temperature of not less than 275 degrees F.
6. Mix as long as necessary, but not less than 30 seconds after introduction of asphalt cement, to completely and uniformly coat aggregate particles.
7. Regulate temperature of mixture according to outdoor temperatures and as necessary to meet minimum laydown temperatures specified in 1.03 A.2.
8. Use of storage silos will be permitted, provided such silos are approved as specified in 1.04 d.5.

B. PLANT PRODUCTION TOLERANCE

The plant production tolerances shown in the table below shall be applied to the job mix formula to establish a job control gradation band. The plant production tolerances below shall still apply even if their application results in a job control gradation band outside the mix design table specified in 2.03 A.

PLANT PRODUCTION TOLERANCES (Based on a Single Test)

Material	Tolerance Plus or Minus (in percent)
Aggregate passing No. 50 and larger sieves	4
Aggregate passing Nos. 100 and 200 sieves	2*
Asphalt cement (determined by ASTM D 2172)	0.3

Asphalt cement (determined by printouts)

0.05

* No. 200 sieve tolerance on a lot basis shall be +/- 1 percent

C. PLACING AND SPREADING

1. Spread evenly, screen and finish each course to tolerances and requirements specified elsewhere in this Section. No single lift shall exceed 2 inches in compacted thickness unless approved by the Engineer.
2. Use approved asphalt-spreading machines equipped with automatic electronic screen controls.
3. Perform all operations necessary to ensure that the proper thickness of courses is obtained, including providing sufficient guides for the operation of the sensor of the automatic screen control devices on the paving machines.
4. Place in minimum of 10-foot wide strips, except that the last strip may be of lesser width if necessary. The length of paving strip shall be estimated by the following guide: 10 times the ambient temperature (degrees F) plus 100 feet.
5. Begin along low sides of areas and proceed towards high side of areas with a one directional slope. Start on centerline and work both ways for crowned roadways.
6. Use hand placing and finishing methods, as approved by the Engineer, in small areas where use of power equipment is impractical.
7. Provide paving irons and heating equipment for use during paving operations and where necessary to improve the surface conditions.
8. Use lutes and rakes for hand spreading.

D. GRADE CONTROL

1. Remove grade stakes just prior to rolling of the plant mix macadam base course.
2. The Engineer will provide benchmarks and alignment controls adjacent to each area of construction, which shall be checked and maintained by the Contractor.
3. When placing overlays, the thickness of the lift to be placed shall be

marked on the pavement adjacent to each side of the paving machine, for each succeeding lift of asphalt concrete, at each location.

4. Perform surveys immediately after top course has been placed by spreader, to check grades and permit corrections while pavement is still hot enough for compaction.
5. Establish and maintain required lines and grades, including crown and cross slope, for each course during paving operations.

E. COMPACTION EQUIPMENT

1. Use power rollers weighing not less than 10 tons, having wheel loads of at least 250 lbs./lin. inch of combined static and dynamic force and equipped with adjustable scrapers to keep wheel surfaces clean and with efficient means of keeping them wet to prevent mixes from sticking.
2. Use types and quantities of equipment as necessary to meet all quality and production requirements.
3. Do not use steel rollers with pits, flat spots or grooves worked into rolling surface. Roller shall be capable of reversing without backlash.
4. Keep roller on asphalt concrete to avoid contamination of pavement with foreign material.

F. ROLLING

1. Commence as soon as material will sustain roller without undue displacement, cracking or shoving.
2. Operate each roller continuously at a speed not to exceed three miles per hour.
3. Rolling Procedures
 - a. Start at low edge of asphalt strip and roll toward the upper edge.
 - b. Each pass shall overlap the previous pass by one-half the roller wheel width.
 - c. Each pass shall be extended beyond the previous pass in the longitudinal direction.
 - d. The joint between 2 passes shall be rolled (pinched), as soon as possible and before the first pass on the low side of the freshly paced material.

4. Perform such additional rolling with types and quantity of rollers as may be necessary to satisfy the entire pavement quality requirement specified herein.
5. Do not re-roll cold in-place asphalt concrete with a steel wheel or vibratory roller to attempt to increase density. With the advance approval of the Engineer, a pneumatic tire roller may be used.
6. At the end of each day's operations or when paving is interrupted sufficiently to allow mixture to cool, make a temporary joint.
7. When resuming operations, cut back joint to expose a granular surface for full depth of course, paint exposed edge with thin coat of asphalt cement, rake fresh mixture against joint, tamp and roll.

G. FEATHER-EDGE

1. When required, the course shall be featheredged following the "feather-edge" lines.
2. The feather edging shall be accomplished by decreasing the full thickness of the top course in order to maintain the required profile until the course thickness is approximately 1/2 inch.
3. The remainder of the course shall be placed by broadcasting the mix for purpose of segregating the large aggregate, which shall be promptly removed. This shall be immediately followed by the rolling operation.

H. LONGITUDINAL WEDGE JOINT

1. Power Equipment for Wedge Joint
 - a. Asphalt concrete paver shall be equipped with a sloped plate attached to the paver screen extension and an infrared joint heater.
 - b. The sloped plate shall produce a wedge edge having a face slope of 3 horizontal: 1 vertical so constructed as to accommodate a compacted mat thickness from 1 1/2 to 4 inches. The bottom of the sloped plate shall be mounted 3/8 to 1/2 inches above the existing pavement.
 - c. An infrared joint heater of at least 500,000 BTU/hr. total capacity shall be mounted to the side of the paver to heat the longitudinal edge of the previously placed mat to a surface temperature of 200 degrees F or higher to ensure bonding of the newly placed mat with the previously placed mat without undue breaking or fracturing of aggregate at the interface. The surface temperature shall be measured immediately behind the joint heater. The joint heater shall be equipped with automated

controls which shut off the burners when the paving machine stops and reignite them with the forward movement of the paver. The joint heater shall heat in an area of the previously placed wedge edge no less than 15 inches in width and 76 inches in length at one time. Heating shall immediately precede placement of the asphalt concrete top course.

2. The longitudinal wedge joint shall be formed between all abutting mats except that it shall be optional for paving the longitudinal joint between the lanes when paving in echelon.
3. The material being placed in the abutting lane shall be tightly crowded against the face of the previously placed lane. The paver shall be positioned so that in spreading, the material overlaps the top edge of the lane previously placed by 2 to 3 inches. The overlapped material shall be loaded back onto the un-compacted mat and left sufficiently high to allow for compaction. To ensure a true line, the paver shall closely follow the lines or markings placed along the joint for alignment purposes.
The width and depth of the overlapped material shall be kept uniform at all times.
4. When compacting the longitudinal edge of the first placed wedge joint, the breakdown roller shall extend not more than 2 inches over the top of the sloped face of the wedge joint.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted, "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East,

Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. Personal Non-Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination

- a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.
- b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. Rights and Remedies of the Port Authority

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

- a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
- b. The right to cancel this Contract as to any or all of the Work yet to be performed.
- c. The right to specific performance, an injunction or any appropriate equitable remedy.
- d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to estop it from exercising such other rights or remedies.

7. Rights and Remedies of the Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

8. Submission To Jurisdiction

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. Harmony

- a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

- b. During the time that the Contractor is performing the Contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at

the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

12. Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation, by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or
2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and

the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.
- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or

otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or

from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this

Contract.

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation,

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commission or maintenance of a nuisance in or on the Facility.

- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
- g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, the Port Authority, third persons (including Contractor's employees, employees, officers, and agents of the Port Authority), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract,

and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

- a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The

Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as “Intellectual Property Rights”, in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor’s or Port Authority’s use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge,

relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time (“Secure Areas”). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor’s personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the Secure Areas which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Contractor/ Subcontractor identity checks and background screening

The Port Authority’s designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to

verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

The Contractor may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted

to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Confidential Information (“CI”) as defined in the Port Authority Information Security Handbook (“Handbook”), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;
- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled “NOTIFICATION OF SECURITY REQUIREMENTS” and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Confidential Information/Non-Publication

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009)*, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder

shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

- | | |
|----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Christmas Day | |

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any

employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

42. General Uniform Requirements for Contractor's Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be

marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

The Manager shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
- (b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. M/WBE Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as herein defined, in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud,

- extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

- * if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
- * if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsiveness or non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding and continuing this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to

bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

4. Contractor Responsibility, Suspension of Work and Termination

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such event, the Port Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Contractor associated with such termination.

5. No Gifts, Gratuities, Offers of Employment, Etc.

At all times, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled “No Gifts, Gratuities, Offers of Employment, Etc.”, it shall report such occurrence to the Port Authority’s Office of Inspector General within three (3) business days of obtaining such knowledge. (See [“http://www.panynj.gov/inspector-general”](http://www.panynj.gov/inspector-general) for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

6. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Director may require the Contractor to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Director and shall become a requirement, as though fully set forth in this Contract. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract, which results, directly or indirectly, from the Services provided by the Contractor hereunder. The Port Authority’s determination regarding any questions of conflict of interest shall be final.

7. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting and/or law enforcement agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.