

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: February 20, 2014

**TITLE: Operation and Maintenance Services at the Port Authority
Trans-Hudson (PATH) Corporation's Journal Square
Transportation Center and Harrison Car Maintenance Facility**

BID NO.: 36805

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

BID DUE DATE: March 12, 2014

TIME: 11:00 AM

BUYER NAME: Emily Baxter

PHONE NO.: (201) 395-3421

EMAIL: ebaxter@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 IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
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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. Federal Transit Administration Requirements

This Contract is part of a program funded by the Federal Transit Administration (FTA) and the successful Bidder will be required to comply with and complete the attached certificates with the “Federal Transit Administration Requirements” annexed hereto as Attachment A.

3. 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 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 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 and time will be considered late.

4. Vendor Profile

To ensure maximum opportunities, it is 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>. Bidders that register, as a Port Authority Vendor by accessing the on-line registration system will be sent an acknowledgement with their assigned Vendor Number.

5. 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.

6. Firm Offer

The Bidder offers to provide the Port Authority Trans-Hudson Corporation ("PATH") 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. As used herein, the term "Port Authority" shall mean the Port Authority of New York and New Jersey acting on behalf of PATH.

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

7. 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.

8. 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 will be posted on the Port Authority website. Addenda shall be considered part of the Contract.

9. 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 partnership, or a joint venture, a statement of the names and residences of its officers, partners, or authorized representatives, as applicable, should be submitted on the "Name and Residence of Principals Sheet", directly following the Signature Sheet in Part IV.

10. 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.

11. 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.

12. 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.

13. Qualification Information

The Port Authority may give 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 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, 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. A statement describing the legal and financial form of the entity submitting the bid, including ownership, financial structure and a point of contact. Such entity must legally exist and be qualified to do business within the state required under this bid as of the date that bids are submitted. As applicable, provide copies of the Articles of Incorporation, By laws and Amendments, partnership agreement, joint venture agreement and/or other appropriate organizational documents for the Bidder, its officers, financial guarantors and, if any such entities are joint ventures or partnerships, for all those of ventures or partners. Describe the rationale for the selection of the structure of the entity. Describe contractual, financial, legal commitments and agreements and functional relationships among financial guarantors and officers with relation to the Work required by this bid, to the extent that they are not disclosed in the organizational documents.
- 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 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 and PATH 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 and/or PATH 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.

14. 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.

15. 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. PATH 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.

16. Pre-award Meeting

The apparent lowest responsive and responsible Bidder may be called for a pre-award meeting prior to award of the Contract.

17. Disadvantaged Business Enterprises (DBE's)

This Solicitation is subject to the United States Department of Transportation regulations on Disadvantaged Business Enterprises (DBE's) contained in Part 26 of Title 49 of the Code of Federal Regulations. The requirements for the DBE Program are located in Part III of this Solicitation.

For more information on the Port Authority certification process, please refer to the following website: <http://www.panynj.gov/business-opportunities/sd-become-certified.html>.

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 a 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>

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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

Operate and maintain the building systems, equipment, facilities and structures, as more fully described in the Specifications, located in Part V of this Contract.

2. Location(s) Service(s) Required

Harrison Car Maintenance Facility (HCMF), Harrison, NJ and the Journal Square Transportation Center (JSTC), Jersey City, NJ, as more fully described in the Contract Specific Terms and Conditions, located in Part III of this Contract.

3. Expected Contract Commencement Date:

On or about June 1, 2014

4. Contract Type:

Service Contract

5. Duration of Contract:

Three (3) years, expiring on or about May 31, 2017 and in accordance with the Progress Payment Schedule in Part III of this Contract.

6. Available Documents

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

Contract for Maintenance Services at the Port Authority Trans-Hudson Corporation Journal Square Transportation Center and Harrison Car Maintenance Facility, Contract #4600007623; Purchase Order #4500059870

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 the conclusions to be drawn therefrom. They are made available to the bidders merely for the purpose of providing them with certain information that 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.

7. Facility Inspection

DATE AND TIME: Friday, February 28, 2014 at 10:00 AM

PLACE: Journal Square Transportation Center, 9th Floor, Conference Room 9A

Please contact Tim Ryan at 201-216-6203 to confirm attendance and/or receive travel directions.

8. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least three (3) years of continuous experience immediately prior to the date of submission of its bid in the management and operation of an operations and maintenance business and during that time 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 total of at least three (3) year(s) of experience immediately prior to the date of the submission of its bid in operations and maintenance and were actually engaged in providing such 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 equipment during that time period.
- b. During the time period as stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one (1) contract(s) requiring similar equipment and services to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of three million dollars (\$3,000,000) 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 prerequisites in subparagraph (a) (b) and (c) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. 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.

9. Contractor Staff Background Screening

The Contractor awarded this contract may be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. 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. Staff that are rejected for a credential for any reason are not reimbursable.

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, except as otherwise required by federal law and/or regulation. 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.

10. FTA Bid Submission Requirements:

The following items are additional bid submittal requirements and are contained within the Federal Transit Administration (FTA) Requirements and/or Solicitation Document and shall accompany your bid submission:

1. Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352
2. Standard Form LLL - Disclosure of Lobbying Activities
3. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions
4. Buy America – Certification Requirement For Procurement of Steel, Iron, or Manufactured Products (Non- Rolling Stock)
5. Buy America – Certification Requirement For Procurement of Buses, other Rolling Stock And Associated Equipment (Rolling Stock)
6. Certificate of Cost and Pricing Data contained in Part IV Pricing Sheet(s)
7. Appendix A1 DBE Goals Statement in accordance with Part III clause entitled “DBE Program”
8. Appendix A2 DBE Participation Plan and Affirmation Statement
9. Appendix A3 Information on Solicited Firms

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,
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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 (hereinafter called the “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 fully set forth in the Specifications, at the location(s) listed in Part II and fully set forth in the Specifications, and 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. Order of Precedence

Anything to the contrary herein notwithstanding, all Contract Specific Terms and Conditions shall be deemed to control in the event of a conflict with the Standard Terms and Conditions contained in this Contract.

3. Specific Definitions

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

“Facility” means both the HCMF and the JSTC. “Facility” shall be synonymous with “site.”

The term “Harrison Car Maintenance Facility,” or “HCMF,” means the construction and structures all of which are part of the HCMF complex. The Harrison Car Maintenance facility is located at the terminus of Cape May Street, Harrison, New Jersey. The principal structure is a 207,000 square foot Main Repair Shop. Other structures within the boundaries of the site include a multi-floor Control Tower (also known as “Tomlinson Tower”) and a guardhouse at the entrance to the Facility to permit controlled access. Other minor structures on the site include a hazardous materials storage building, a storage site for welding gas, a drop-off/pick-up platform and a storage building located along the north perimeter of the site.

The term “Journal Square Transportation Center” or “JSTC” means the construction and structures all of which are part of the JSTC complex. The Journal Square Transportation Center is located at 1 PATH Plaza, Jersey City, New Jersey, 07306. It is bordered on the North by Sip Avenue, bordered on the South by Pavonia Avenue, bordered on the East by Summit Avenue and bordered on the West by Kennedy Blvd.

The principal structure is a ten-story office tower with approximately 10,600 square feet per floor. Other structures within the boundaries include a bus terminal with four bays, public concourse and plaza occupied by commercial tenants and a two level 600 car-parking garage. Additionally, ancillary facilities include an Emergency Police Garage, elliptical areas called the Kiss n' Ride Ramp and BullRing, a VIP Parking Lot and sidewalk areas within the property line.

The term "regular working hours" under this Contract means Monday through Friday, exclusive of holidays (as listed in the section of this Contract entitled "Holidays"), from 6:30 AM to 4:30 PM.

The term "overtime hours" under this Contract means hours other than the "regular hours" and shall include all hours worked on Saturday, Sunday and Holidays.

The term "Notice" means a written notice.

Whenever there is reference to the work, in its performance, being "directed", "required", "permitted", "ordered", "designated", "prescribed" and works of similar import, these words mean directed, required, permitted, ordered, designated, or prescribed by the Superintendent; and "approved", "acceptable", "satisfactory" and words of similar import mean approved by or acceptable or satisfactory to the Superintendent; "necessary", "reasonable", "proper", "correct", and words of similar import mean necessary, reasonable, proper or correct in the judgment of the Superintendent. 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.

"Work Order" means a numerically/auto-generated generated component of a system of task assignment, reporting, and control, for the purpose of which is to instruct and direct the Contractor to perform the work and codify and report to PATH, the general and specific conditions encountered, the actions taken, and recommendations for subsequent activities.

The term "Work Order Tracking System" or "WOTS" and Vehicle Asset Management Maintenance System ("VAMMS") includes the items in the Scopes of Work at frequencies and times determined by the Superintendent.

The term "Routine Work" includes Work scheduled by the Superintendent as described in the Specifications and Scopes of Work.

The term "Non-routine Work" means work required by the Superintendent that consists of unscheduled or emergency maintenance or repairs.

The term "Small Tools" as used herein means any tool or piece of equipment whose unit price is less than one hundred dollars (\$100.00).

"PATH Safety Supervisor" means the Manager of the PATH System Safety/Environment Division or his/her successor in duties for the purpose of this Contract, acting personally or through his/her duly authorized representative for the purpose of this Contract.

“Maintenance Administrator” means an authorized manager/supervisor of the Contractor to put into effect all orders, directions and instructions from the Superintendent on a twenty-four (24) hour, seven (7) days a week bases and as more fully defined herein.

“Chief Watch Engineer” means an employee of the Contractor authorized to put into effect all orders, directions and instructions from the Superintendent on a twenty-four (24) hour, seven (7) days a week basis and as more fully defined herein, in the absence of the Maintenance Administrator.

“Watch Engineer” means an employee of the Contractor authorized to put into effect all orders, directions and instructions from the Superintendent on a twenty-four (24) hour, seven (7) days a week bases and as more fully defined herein in the absence of the Chief Watch Engineer and/or Maintenance Administrator.

The terms “staff,” “personnel,” “employees” and the like shall be synonymous.

Government, United States Government, Federal or words of like import shall mean the United States of America.

UMTA or FTA - shall mean the United States Department of Transportation, Federal Transit Administration (formerly known as the Urban Mass Transportation Administration).

FTA and Government shall be used interchangeably.

DOT - shall mean the United States Department of Transportation.

DCAA - shall mean the Defense Contract Audit Agency.

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

Engineer - means the Chief Engineer of the Authority acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting 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.

Item(s) – shall mean the goods, merchandise, supplies, equipment, services or articles

specified.

Manufacturer – shall mean the person or entity who will actually build the specific item to be provided as described herein.

4. Duration

- a) The initial term of this Contract (hereinafter called the “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 (hereinafter called the “Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof, (hereinafter called the “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) (hereinafter referred to as the “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 will 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 (hereinafter called the “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 stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

5. Price Adjustment

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled “Duration” in this Part III,) PATH shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ_CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor

Statistics of the United States Department of Labor (hereinafter called the “Price Index”).

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three percent (3%) per annum.

For the first one (1) year Option Period of the Contract, the Price Index shall be determined for the months of November 2015 and November 2016. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for November 2016 and the denominator of which is the Price Index for November 2015. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second one (1) year Option Period of the Contract, the Price Index shall be determined for the months of November 2016 and November 2017. The amounts payable to the Contractor in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2017 and the denominator of which is the Price Index for November 2016. The resulting product shall be the amounts payable to the Contractor in the second Option Period.

For the third one (1) year Option Period of the Contract, the Price Index shall be determined for the months of November 2017 and November 2018. The amounts payable to the Contractor in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2018 and the denominator of which is the Price Index for November 2017. The resulting product shall be the amounts payable to the Contractor in the third Option Period.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate.

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable to such period, then, after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority (or PATH), the Contractor shall refund to PATH excess amounts theretofore paid by PATH for such period.

6. Payment

Subject to the provisions of this Contract, PATH agrees to pay to the Contractor and the Contractor agrees to accept from PATH 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 PATH for Services rendered under this Contract shall be subject to the approval of the Superintendent/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 will 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, 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 Superintendent/Manager.
- b) The Contractor shall submit to the Superintendent/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 Superintendent/Manager for verification. All Net Cost Work, Extra Work for overtime labor, and Directed Subcontractor Work shall be paid on a monthly basis under separate invoicing. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of PATH's verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of PATH shall operate to release the Contractor from any obligation under or upon this Contract, or to estop PATH from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude PATH from recovering any monies paid in excess of those lawfully due and any damage sustained by PATH.
- 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 PATH, the Contractor shall pay to PATH the difference promptly upon receipt of PATH's statement thereof. PATH 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 extended term. However, should this Contract be terminated for any reason prior to the last month of the Base Term or 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 PATH of all claims of and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of PATH and others relating to or arising out of the 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.

7. Default- Delays

If the Contractor fails to perform in accordance with the terms of this Contract, the Authority may obtain the goods or services from another Vendor and charge the Contractor the difference in price and a reletting cost, if any, plus any other damages that the Port Authority may deem appropriate.

8. Liquidated Damages

Inasmuch as damages to the Port Authority resulting from the Contractor’s failure to deliver the equipment, materials and other items required herein or to perform the services required herein in a timely manner are difficult or impossible of exact determination, the parties hereto agree that such damages shall be liquidated as follows:

(a) Failure to perform annual test for drugs/intoxicants

If the Contractor fails to perform the annual test as specified in Part V, Specifications, the compensation payable by PATH to the Contractor shall be reduced by two hundred percent (200%) of the hourly rate for each employee per day, per scheduled test.

(b) Failure to perform any services in the Specification, including staffing levels by qualified personnel

If the Contractor fails to perform all or any part of the Services as specified in Part V, Specifications as the same may, as hereinafter provided, be revised, satisfactorily or at the frequencies set forth herein, the compensation payable by PATH to the Contractor shall be reduced by one hundred fifty dollars (\$150) per task, per hour, per person for the for the item of work the Contractor fails to perform or unsatisfactorily performs the operation.

(c) Failure to perform within the required time

If the Contractor fails to perform all or any part of the Services as specified in the Specifications as the same may, as hereinafter provided, be revised, within the time required herein, the compensation payable by

PATH to the Contractor shall be reduced by two hundred dollars (\$200) per day or part thereof until the work is performed, unless delay is not due to the fault of the Contractor, or any subcontractor or supplier.

(d) Failure to supply a cell phone, and/or radio

If the Contractor fails to supply a working cell phone, and/or radio to the workers as required in the Specifications, then the compensation payable by PATH to the Contractor shall be reduced by fifty dollars (\$50) per day for each day, or part thereof, that the Contractor fails to provide the required cell phone and/or radio.

(e) Failure to respond to cell phone and/or radio call

If the Contractor's personnel fail to respond to a cell phone and/or radio call within the timeframe required in the Specifications, then the compensation payable by PATH to the Contractor shall be reduced by one hundred dollars (\$100) per hour or part thereof that the cell phone or radio call is not answered.

(f) Failure to provide any documentation, reports, state and/or federal certifications or records when required or requested

In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by the Port Authority or fails to submit any documentation, report, state and/or federal certification or record as required, then the amount payable by PATH to the Contractor shall be reduced by fifty dollars (\$50) per day multiplied by the number of days or major fractions thereof that the Contractor fails to maintain or provide any documentation, report or record.

(g) Failure to wear uniform and/or personal safety equipment

In the event that the Contractor's personnel fail to comply with the uniform and/or personal safety equipment requirements as set forth herein, then the compensation payable by PATH to the Contractor shall be reduced by fifty dollars (\$50) per employee, per day or major fraction thereof that the Contractor's personnel fail to comply with the uniform and/or personal safety equipment requirements.

The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default Revocation or Suspension of Contract Clause in this contract.

The Superintendent/Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.

Failure of the Superintendent/Manager or PATH to impose liquidated damages shall not be deemed PATH acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

9. Insurance Procured by the Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, independent contractors coverage, with contractual liability, including coverage within 50 feet of railroad property, covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$5 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$2 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name PATH as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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 PATH, the immunity of PATH, its Commissioners, Directors, officers, agents or employees, the governmental nature of PATH, or the provisions of any statutes respecting suits against PATH.”

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, including Employers' Liability and Coverage B – Federal Employer's Liability Act, in limits of not less than \$1 million per each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to PATH, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

PATH may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management, for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to PATH, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management, must approve the certificate(s) of insurance before any work can begin. Upon request by PATH, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then PATH may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to PATH.

Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, PATH at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management, must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

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 PATH 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.
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10. Materials and Workmanship

All Item(s) and/or Service(s) shall be manufactured and/or provided in accordance with the best current practice in the industry and free from defects. All Item(s) and/or Service(s) shall at all time and places be subject to the inspection of the Superintendent/Manager. Should any Item(s) or Service(s) fail to meet the Superintendent/Manager's approval, they shall be forthwith made good, replaced or corrected, as the case may be, by the Contractor, at its own expense. All item(s) shall be new item(s).

11. Errors and Omissions

If the Contractor discovers any errors or omissions in the Specifications or in the Work undertaken and executed by it, it shall immediately notify the Superintendent/Manager and the Superintendent/Manager shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the Contractor proceeds with any work affected thereby, it shall do so at its own risk, and the work so done shall not be considered as work done under and in performance of this Contract.

12. Approval by the Superintendent/Manager

The approval by the Superintendent/Manager of any item(s) shall be construed merely to mean that at that time the Superintendent/Manager knows of no good reason for objecting thereto and no such approval shall release the Contractor from its full responsibility for the satisfactory construction and operation of the item(s). The decision of the Superintendent/Manager shall be conclusive, final and binding on the parties as to all questions arising out of, under, or in connection with this Contract (including questions of breach of Contract).

13. Changes

Acceptance of Contractor's bid will be by Contract signed by the Port Authority. The Port Authority may at any time, by a written order, make changes within the general scope of this Contract in any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Seller for adjustment under this section must be asserted within 30 days from the date of receipt by the Seller of a notification of change: provided, however, that nothing in this section, "Changes," shall excuse the Seller from proceeding with the Contract as changed. Except as otherwise provided herein no payment for Changes shall be made, unless the Changes have been authorized in writing by the Authority.

14. Increase and Decrease in Areas or Frequencies

The Superintendent/Manager shall have the right, at any time and from time to time in his or her sole discretion, to increase and/or decrease the frequencies of all or any

part of the services required hereunder or to add areas not described herein in the Specifications or to remove areas or parts of areas which are hereunder so described. In the event the Superintendent/Manager decides to change any frequencies or areas such change shall be by written notice delivered not less than seven (7) days 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 Superintendent/Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the opinion of the Superintendent/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 changes in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than fifty percent (50%) of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, fifty percent (50%) for that Option Period.

Any increase in frequency or area shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

15. Extra Work

Extra Work, as defined in this Contract, is any planned or emergency non-routine work performed by the Contractor that is specifically required by Superintendent/Manager to be performed outside of regular working hours. 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. The Superintendent/Manager shall have authority for each individual request to order Extra Work. If Extra Work is performed, the Contractor's compensation shall be increased by the following amounts and such amounts only:

An amount equal to the sum of the actual net cost in money of the labor and materials required for such Extra Work, plus five percent (5%) of such actual cost.

The Contractor shall notify the Superintendent in writing of any changes in: the wage rates of any the Contractor's personnel employed at the site.

The Superintendent/Manager, acting personally, shall have the authority, on behalf of PATH, to agree in writing with the Contractor upon compensation for Extra Work in lieu of the compensation for which provision is heretofore made in this numbered clause.

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 Superintendent/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 Superintendent/Manager as required herein. The Contractor shall promptly furnish to the Superintendent/Manager such bills of sale and other instruments as the Superintendent/Manager may require, executed, acknowledged and delivered, assuring to the Superintendent/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.

In computing the Contractor’s Compensation insofar as it is based upon Extra Work, no consideration shall be given to any items of cost of expense not expressly set forth above, it being expressly agreed that the costs and percentage additions hereinbefore provided cover items of cost and expense to the Contractor of any type whatsoever, including administration, overhead, supervision, taxes (other than those enumerated above), profit to the Contractor and small tools. Whenever any Extra Work is performed, the Contractor shall include the following in an invoice submitted to the Superintendent/Manager:

1. Completed work orders showing the name and number of the worker employed on such work, the number of hours which he is employed thereon, the character of his duties.

2. Wages to be paid and amounts of state and federal taxes based on such wages, and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages;
3. Amount and character of the materials furnished and/or equipment rented for such work, from whom they were purchased or rented and the amount actually paid by the Contractor therefor;

This information is for the purpose of enabling the Superintendent/Manager to determine the amounts to be paid by PATH under this numbered clause; and accordingly, they shall constitute a condition precedent to such payment and the failure of the Contractor to furnish them with respect to any work shall constitute a conclusive and binding determination on his part that such work is not Extra Work and shall constitute a waiver by the Contractor of claims for payment for such work. In the event that the Contractor and the Superintendent/Manager have agreed to lump sum or other compensation for Extra Work in lieu of compensation as provided in this clause, such information shall not be required subsequent to the date on which such agreement is reached

The Superintendent/Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Superintendent/Manager of any power or authority vested in him/her by this section shall be binding and final upon PATH and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Superintendent/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 Superintendent/Manager within twenty-four (24) hours of performing the work that he 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 Superintendent/Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Superintendent/Manager or, in the case of an emergency as determined by the Superintendent/Manager, within four (4) hours following the receipt by the Contractor of the Superintendent/Manager's written or oral notification. Where oral notification is provided hereunder, the Superintendent/Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to PATH on a separate invoice on a monthly basis.

16. Net Cost Items and Compensation for Net Cost Items

Net Cost Items shall mean any items of materials, supplies, tools (excluding small tools) and equipment required to carry out the provisions of this Contract, including provisions for both Routine Work and Non-Routine Work.

Items of Net Cost shall include, but not be limited to, items used for routine and non-routine operations and maintenance of building systems and shop repair equipment or other work required by this Contract.

Items of Net Cost shall not include radios, beepers, battery chargers or uniforms or any other items that are specifically required to be provided at the Contractor's expense.

Compensation for materials, supplies, tools and equipment procured under this clause shall be the net cost which the contractor pays for such items plus five percent (5%) of such net cost.

The Contractor shall obtain the written approval of the Superintendent prior to making any expenditure hereunder for any item of materials, supplies, tools or equipment pursuant to this clause if an individual purchase or accumulated expenditures to the same vendor on a given day will exceed five hundred dollars (\$500).

The terms "materials", "supplies", "tools" (other than small tools) and "equipment" mean temporary and consumable materials, supplies and equipment, as well as permanent materials, supplies, tools and equipment; and "net cost of materials, supplies, tools and equipment" means the price, including any taxes, actually paid by the Contractor pursuant to law upon the basis of such materials, supplies, tools and equipment when sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials, supplies, tools and equipment are purchased directly from the manufacturer, producer or dealer (or, if the Contractor is the manufacturer), plus the reasonable cost of delivering such materials, supplies, tools and equipment to the Work site in the event that the price paid to the manufacturer, producer or dealer does not include delivery and (in case of temporary materials, supplies, tools and equipment) less their salvage value, if any.

1. The rental for equipment, whether owned by the Contractor or subcontractors or rented from others and notwithstanding the actual price of any rental or of actual costs associated with such equipment, will be computed by the Superintendent/Manager on the basis of the following:
 - (a) Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" (published by Dataquest, a company of the Dunn and Bradstreet Corporation, 1290 Ridder Park Drive, San Jose, California 95131-23398), (hereinafter called the "Blue Book") shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below). The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost Per

Hour” as set forth for such item of equipment in the Blue Book shall be added to the rental for each hour that such equipment is actually engaged in performing Extra Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this section.

- (b) If no listing of rental rate and/or hourly operating cost for the item of equipment is in the Blue Book, the Superintendent shall determine the reasonable rate of rental and/or hourly operating cost of the particular item of equipment by such means as he finds appropriate.
2. When utilizing the rental rates appearing in the Blue Book, the Superintendent shall determine the applicable rate and the hourly rental therefrom by applying the following criteria:

- (a) The rate to be applied for an item of equipment used on a particular work order shall be the daily, weekly or monthly rate from the forgoing publication based on the total number of work days or portions thereof that a particular item of equipment or substitute item of equipment is at the construction site for use by the Contractor or subcontractors, whether under this Contract or under any other contract with PATH. Included within this period will be (i) work days of idleness of the tool, equipment or construction aid at the construction site whether such idleness results from acts or omissions of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause, (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of the tool, equipment or construction aid from the construction site for repairs and the delivery to the construction site of the same or substitute tool, equipment or construction aid. The number of work days in the period for each rate shall be as indicated below:

Three (3) work days or less	- daily rate
More than three (3) work days but not more than fifteen (15) work days	- weekly rate
More than fifteen (15) days	- monthly rate

Pro-rata hourly rates shall be determined in accordance with following formula:

Hourly rate based on Daily rental	1/8 of daily rental from Blue Book
Hourly rate based on Weekly rental	1/40 of weekly rental from

- (b) The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of equipment in the Blue Book. The adjustment factor shall not apply to the hourly operation cost.
- (c) If the Superintendent/Manager should determine that the nature or size of the equipment used by the Contractor in connection with the work order is larger or more elaborate as the case may be, than the size or nature of the minimum equipment determined by the Superintendent to be suitable for the work order, the reasonable rental will be based not upon the equipment used by the Contractor but on the smallest or least elaborate equipment determined by the Superintendent to have been suitable for the Performance of the work order.

17. Subcontractors and Compensation for Subcontractors

If certain work ordered by the Superintendent/Manager in writing, whether required by this Contract (i.e., at the time of acceptance of the Contractor's bid) or additional thereto, cannot be performed by the Contractor, then in such event such work shall be performed by a subcontractor. The Contractor shall solicit proposals for such work and must demonstrate to the satisfaction of the Superintendent/Manager that at least three (3) bids from qualified subcontractors have been obtained and approved by the Superintendent/Manager. In the event that the Contractor is unable to obtain three (3) bids the Contractor shall so notify the Superintendent/Manager, and shall demonstrate to the satisfaction of the Superintendent/Manager that three (3) bids are not obtainable. No proposals for such work shall be solicited and no such work shall be performed except pursuant to written orders from the Superintendent/Manager expressly and unmistakably indicating his/her intention to have the work described therein performed by a subcontractor, and approving the subcontract and the compensation to be paid to such subcontractor.

Compensation for the work required by this clause shall be the cost to the Contractor as approved by the Superintendent/Manager plus five percent (5%) of such cost. Supervision outside of the Maintenance Administrator's regular working hours shall be compensated as Extra Work.

18. DBE Program

This Contract is subject to the United States Department of Transportation regulations on Disadvantaged Business Enterprises (DBEs) contained in Part 26 of Title 49 of the Code of Federal Regulations. The following goal for DBE participation has been set for this Contract:

A good faith effort for firms owned and controlled by socially and economically disadvantaged individuals¹ and certified as DBE's by the Authority. Eligible DBE firms are listed on the following Uniform Certification Programs (UCPs) websites:

New York UCP – <http://www.nysucp.net/>

¹ Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. A bidder may meet the DBE goal by using any combination of disadvantaged businesses.

By bidding on this Contract, the bidder assures the Authority that it will meet the foregoing goal and shall submit the DBE Goals Statement form (Appendix A1) with its Bid. If the bidder determines it cannot make this assurance it may nevertheless submit a bid but in such event it shall note on the DBE Goals Statement form the percentage of DBE participation it anticipates, including documentation supporting the good faith efforts made to achieve the goals set forth in the Contract.

The bidder shall submit with his Proposal the DBE Participation Plan and Affirmation Statement (Appendix A2) for each DBE firm he intends to use on this Contract. The DBE Participation Plan and Affirmation Statement shall provide the name and address of each DBE firm, a description of the work to be performed, the dollar value of each DBE subcontract and the signature affirmation from each DBE firm participating in this Contract.

A bidder who fails to meet the DBE goal for this Contract and fails to demonstrate to the Port Authority that the bidder has made good faith efforts to meet same shall not be eligible to be awarded the Contract. The following are illustrative of good faith efforts:

- A. Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation;
- B. Advertisement in general circulation media, trade association publications, and minority-focused media for at least 20 days before bids or proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable;
- C. Written notification to DBEs that their interest in the Contract is solicited;
- D. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal;
- E. Efforts to negotiate with DBEs for specific sub-bids including at a minimum;
 1. The names, addresses, and telephone numbers of DBEs that were contacted;
 2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
 3. A statement of why additional agreements with DBEs were not reached;
- F. Information concerning each DBE the bidder contacted but rejected as unqualified, and the reasons for the bidder's rejection;
- G. Efforts made to assist the DBEs contacted that need assistance in obtaining bonding or insurance required by the bidder or Authority.

The bidder shall submit with its Bid the completed Information on Solicited Firms form (Appendix A3) listing every firm that provided a quotation to the bidder for any subcontract to be performed under this Contract, whether or not the firms are DBE certified and whether or not the firms' quotes were included in the final Bid.

APPENDIX A1
DBE GOALS STATEMENT

The undersigned Bidder has satisfied the requirements of the Contract in the following manner (Complete the appropriate spaces):

The Bidder is committed to meeting the DBE utilization goal set forth in this Contract.

or

The Bidder is unable to meet the DBE utilization goal set forth in this Contract, but is committed to a minimum of _____% DBE utilization on this Contract and submits the attached narrative and documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26 to meet the DBE utilization goal set forth in this Contract. Attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made. This narrative shall be submitted on company letterhead and signed.

It is the present intent of the Bidder to utilize the specific DBE firms identified in Appendix A2 in the performance of the Work of this Contract. If for any reason, one or more of the DBE firms identified in Appendix A2 are unable or unwilling to participate, the Bidder will make good faith efforts to replace the DBE firm with another DBE firm in accordance with Part III clause entitled "DBE Program".

Bidder Name: _____

Federal Tax ID No.: _____

By: _____
Signature and Title

APPENDIX A2
DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT

Instructions: Submit one DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each DBE firm used on this Contract.

CONTRACT NUMBER AND TITLE: _____

BIDDER:

Name of Firm: _____

Address: _____ Telephone: _____

DBE:

Name of Firm: _____

Address: _____ Telephone: _____

Description of work to be performed by DBE: _____

The Bidder is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$_____ or ____% of the total contract amount of \$_____. The anticipated start date is _____ and the anticipated completion date is _____.

AFFIRMATION

The above-named DBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: _____
Signature of DBE and Title

If the Bidder does not receive award of the Contract, any and all representations in this DBE Participation Plan and Affirmation Statement shall be null and void.

By: _____
Signature of Bidder and Title

FOR OBDCR USE ONLY		
Contract Goals:	<input type="checkbox"/> Approved	<input type="checkbox"/> Waived <input type="checkbox"/> Rejected
Reviewed By:	_____	
Print Name:	OBDCR Business Development Representative	
	_____	Date: _____

Please Note: Supplies, equipment and material men are only credited 60% towards the DBE goal. Please adjust calculations accordingly.

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1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

As used herein, the term “Agreement” shall mean “Contract”. This Agreement is anticipated to be partially funded by United States Department of Transportation’s Federal Transit Administration (FTA).

Anything to the contrary herein notwithstanding, all mandated terms by the FTA shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTATERMS and conditions.

Each and every provision required by the FTA 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 herein. If any provision of this Contract shall be such as to effect non-compliance with any FTA requirement, such provision shall not be deemed to form part hereof, but the balance of this Contract shall remain in full force and effect.

2. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to so comply shall constitute a material breach of this Contract. The most recent Federal laws, regulations, policies, and administrative practices apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within the this docuemnt are minimum requirements, unless modified by the FTA or subagency thereof.

3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. ORGANIZATIONAL CONFLICT OF INTEREST

- A. This Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work

to be performed under the contract may, without some form of restriction on future activities; result in an unfair competitive advantage to the Contractor.

- 1.) The Contractor shall have access to confidential and/or sensitive Authority information in the course of contract performance. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during contract performance. The Contractor agrees to protect all such information from disclosure unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.
 - 2.) To the extent that the Contractor either (a) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (b) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to compete.
- B. The Contractor, by submitting its bid or proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, not to enter into contractual agreements with Authority prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.
- C. If the Authority determines that the Contractor has violated any term of this numbered clause, the Authority may take any appropriate action available under the law or regulations to obtain redress to include, but not be limited to, requiring the Contractor to terminate any affiliation or contractual arrangement with an Authority prime contractor or first-tier subcontractor at no cost to the Authority; determining the Contractor ineligible to compete for or be awarded any subsequent or "follow-on" contracts that may be based upon the Contractor's actions under this Contract or violations of this numbered clause, or terminating this Contract, in whole or in part.

5. CERTIFICATION - DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.935 and 180.940.

The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Port Authority of New York and New Jersey. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Port Authority of New York and New Jersey, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- A. FTA requires that each potential Contractor, for major third party contracts, complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" for itself and its principals and requires each Subcontractor or Supplier (for Subcontracts and Supplier agreements expected to equal or exceed \$25,000) to complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions" for itself and its principals. Copies of the required Certification forms and accompanying instructions are set forth following the clause herein entitled "Integrity Monitor".
- B. In the event that the Contractor has certified prior to award that it is not proposed for debarment, debarred, suspended, or voluntarily excluded from covered transactions by any Federal Department or agency and such certification is found to be false, this Contract may be canceled, terminated or suspended by the Authority and the Contractor will be liable for any and all damages incurred by the Authority because of such cancellation, termination or suspension because of such false certification.
- C. The Contractor shall obtain certifications from all known potential Subcontractors and Suppliers (for which payments are expected to equal or exceed \$25,000) and submit such certifications to the address set forth in E below.
- D. Prior to the award of any Subcontracts or Supplier agreements expected to equal or exceed \$25,000, regardless of tier, any prospective Subcontractor or Supplier who has not previously submitted a certification for this Contract must execute

and submit to the Contractor a certification in the form set forth following the clause herein entitled "Integrity Monitor" which will be deemed a part of the resulting Subcontract and Supplier agreement.

- E. The originals of any Certifications or correspondence relating hereto shall be sent by the Contractor to the Director of Procurement, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.
- F. The Contractor shall not knowingly enter into any Subcontracts or Supplier agreements with a person that is proposed for debarment, debarred, suspended, declared ineligible or voluntarily excluded from covered transactions.
- G. As required by FTA, the Contractor and its Subcontractors or Suppliers required to file the certification have a continuing duty to disclose, and shall provide immediate written notice to the Authority if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6. CERTIFICATION - LOBBYING RESTRICTIONS –CONTRACTS EXCEEDING \$100,000

A. Definitions as used in this Clause:

- 1.) "Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1). As used in the Certification set forth following the clause herein entitled "Integrity Monitor" t, it also includes any other public agency.
- 2.) "Covered Federal action" means any of the following Federal actions:
 - a. The awarding of any Federal contract;
 - b. The making of any Federal grant;
 - c. The making of any Federal loan;
 - d. The entering into of any cooperative agreement; and
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. As used in the above referenced Certification, it includes the award of the contract with which it is associated.
- 3.) "Indian tribe" and "tribal organization" have the meaning provided in Section 4 of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan natives are included under the definitions of Indian tribes in that Act.

- 4.) "Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employees of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- 5.) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government. It also includes a bi-state agency.
- 6.) "Officer or employee of an agency" includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment;
 - b. A member of the uniformed services as defined in section 101(3), title 37, United States Code;
- 7.) A special government employee as defined in Section 202, title 18, United States Code;
 - a. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code Appendix 2; and
 - b. An employee of a bi-state agency.
- 8.) "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian Organization with respect to expenditures specifically permitted by other Federal law.
- 9.) "Reasonable Compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
- 10.) "Reasonable Payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

- 11.) "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal Contract. The term excludes an Indian Tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- 12.) "Regularly Employed" means, with respect to an officer or employee of a person requesting or receiving a Federal Contract, an officer or employee who is employed by such person for at least one hundred and thirty (130) working days within one (1) year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than one hundred and thirty (130) working days within one (1) year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for one hundred and thirty (130) working days.
- 13.) "State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-state, regional, or interstate entity having governmental duties and powers.

B. Prohibition

- 1.) Section 1352 of Title 31, United States Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. For the purposes of the Certification included herein following the clause entitled "Integrity Monitor", it includes the award of the associated contract.
- 2.) The prohibition does not apply as follows:
 - a. Agency and legislative liaison by own employees.
 - (i) The prohibition on the use of appropriated funds, in subparagraph B.1.) of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or the contract associated with the certification if the payment is for agency and legislative liaison activities not directly related to a covered Federal Action.

- (ii) For purposes of subparagraph B. 2.) a.(i) of this Section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (iii) For purposes of subparagraph B. 2.) a.(i) of this Section, the following agency and legislative liaison activities are allowable at any time only where they are not related to specific solicitation for any covered Federal action.
 - (a.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sales and service capabilities; and,
 - (b.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (iv) For purposes of paragraph B. 2)a.(i) of this Section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
 - (a.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (b.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (c.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
 - (v) Only those activities expressly authorized by subparagraph B. 2)a. of this Section are allowable under subparagraph B. 2)a.
- b. Professional and Technical Services by Own Employees.
- (i) The prohibition on the use of appropriated funds, in subparagraph B. of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract or the

contract associated with the certification if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that contract.

- (ii) For purposes of subparagraph B. 2.) b. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (iv) Only those services expressly authorized by subparagraph B. 2.) b. this Section are allowable under subparagraph B. 2.) b.

c. Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

d. Professional and Technical Services by Other than Own Employees.

- (i) The prohibition on the use of appropriated funds, in subparagraph B. 1.) of this Section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (ii) For purposes of subparagraph B. 2.) d. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (iv) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (v) Only those services expressly authorized by subparagraph B. 2.) d. of this Section are allowable under subparagraph B. 2.) d.

C. Disclosure

- 1.) Each person who requests or receives from the Authority a Contract with Federal assistance shall file with the Authority a certification entitled "Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352," as set forth following the clause herein entitled "Integrity Monitor" that the person has not made, and will not make, any payment prohibited by subparagraph B. of this Clause. Each person who requests or receives from the Authority a Contract with Federal assistance shall file with the Authority a disclosure form entitled "Disclosure of Lobbying Activities Pursuant to 31 U.S.C. 1352" (Standard Form-LLL), as set forth following the clause herein entitled "Integrity Monitor", if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B. of this Clause if paid for with appropriated funds.
- 2.) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph C.2) of this Section. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- 3.) Any person who requests or receives from a person referred to in subparagraph C.1) of this Section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- 4.) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in subparagraph C.1) of this Section. That person shall forward all disclosure forms to the Authority.

D. Agreement

- 1.) In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this Clause.

E. Penalties

- 1.) Any person who makes an expenditure prohibited under subparagraph A of this Clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- 2.) Any person who fails to file or amend the disclosure form to be filed or amended if required by the Clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3.) Contractors may rely without liability on the representations made by their Subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this Clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this Clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

7. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the [agency] Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.15 to provide the [agency] Administrator or authorized representatives thereto including any PMO Contractor access to the Contractor's records and construction sites pertaining to the project.

The Contractor agrees to provide the Authority, [agency] Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after final payment is made by the Authority

and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the [agency] Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

This requirement is independent of the Authority's requirements for record retention contained elsewhere in the contract documents.

8. CIVIL RIGHTS

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1.) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

 - 2.) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective

employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 3.) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

9. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Contractor herein agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the [agency] Administrator and grantee (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.
- C. To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS – CONTRACTS EXCEEDING \$2000

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40

USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below and are applicable if this Contract is a construction contract (as delineated above) over \$2000.

A. Minimum Wages

- 1.) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which, if applicable, is attached hereto and made a part hereof (the attachment is the most current determination), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Determinations may change during the term of the Contract, and the wages and fringe benefits required by the most recent determination of the Secretary of Labor are those to be used.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (A)(4) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (A)(2) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- 2.)
 - a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting

officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (ii) The classification is utilized in the area by the construction industry;
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(ii) (b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- 3.) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- 4.) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 5.)
- a. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(ii)(b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

B. Withholding

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records

- 1.) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- 2.)
- a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C(2)(b) of this Section.
 - d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- 3.) The Contractor or subcontractor shall make the records required under paragraph C(1) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If

the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and Trainees

- 1.) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 2.) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- 3.) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

F. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by

any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

G. Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

H. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

I. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility –

- 1.) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 2.) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 3.) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – CONTRACTS EXCEEDING \$100,000

The Contract Work Hours and Safety Standards Act applies to grantee contracts and subcontracts under 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6) for contracts for construction, and non-construction projects that employ “laborers or mechanics on a public work, where the contract amount is greater than \$100,000.

- A. **Overtime Requirements**
No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages**
In the event of any violation of the clause set forth in paragraph A of this Section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.
- C. **Withholding for unpaid wages and liquidated damages**
The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.
- D. **Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this Section.

12. SEISMIC SAFETY

If this is a contract for the construction of new buildings or additions to existing buildings, the Contractor agrees that any new building or addition to an existing building will be constructed in accordance with standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the

Seismic Safety Regulations and the certification of compliance. The completed certification of compliance is to be submitted to the Engineer. The seismic safety standards applicable to this Contract are contained in Section 2312 ICBO Uniform Building Code (UBC), as modified by the Appendix to Title 27, Chapter 1 (Volume 7), of the Administrative Code and Charter of the City of New York at RS 9-6 Earthquake Loads.

13. ENERGY CONSERVATION

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 et seq and the National Environmental Policy Act, 42 U.S.C. §4321 et seq. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

14. CLEAN WATER REQUIREMENTS – CONTRACTS EXCEEDING \$100,000

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.
- B. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to [agency] and the appropriate EPA Regional Office.
- C. The Contractor also agrees to include the requirements of this Article in all subcontracts exceeding \$100,000 issued pursuant to this Contract.

15. CLEAN AIR REQUIREMENTS – CONTRACTS EXCEEDING \$100,000

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to [agency] and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include the requirements of this Clause in all subcontracts exceeding \$100,000 issued pursuant to this Contract.

16. FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as

amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

17. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. PREFERENCE FOR RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or project. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract, financed in whole or in part with

Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- C. The Contractor agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

To the extent that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

21. ADA ACCESS REQUIREMENTS

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

22. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

If Port Authority issue a task order for final design work. The construction contract(s) prepared under that task order will be subject to either Buy America requirements of New York State or the FTA.

23. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. For the contract goal please refer to the specific solicitation document.

B. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Port Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Port Authority and contractor's receipt of the partial retainage payment related to the subcontractor's work.

D. The contractor must promptly notify Port Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Port Authority.

BUY AMERICA CERTIFICATIONS

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS (NON- ROLLING STOCK)

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT (ROLLING STOCK)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352

The undersigned

(name of authorized officer)

certifies, to the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying, Activities" in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by, 31, U.S. C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C § 1352(c)(I)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Executed this day _____ of _____, 2010

By: _____

Signature of Authorized Official

Official Name and Title of Authorized Official

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING
ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
 2. Identify the status of the covered Federal action.
 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
-

FTA REQUIREMENTS

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

FTA REQUIREMENTS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant,

_____, certifies by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. The prospective lower tier participant shall provide immediate written notice to the Authority (and the Contractor, if applicable) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Executed this day _____ of _____, 2011 _____.

BY SIGNATURE OF AUTHORIZED OFFICIAL

NAME AND TITLE OF AUTHORIZED OFFICIAL

FTA REQUIREMENTS

INSTRUCTIONS FOR COMPLETION OF CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the signed certification set out on the previous page.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Authority if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. The Proposer may contact the Procurement Representative for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under sub-paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Authority may pursue available remedies including suspension and/or debarment.

END OF FTA CONTRACT PROVISIONS

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___ day of _____, 20___, personally came before me, _____, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated, 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. 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.
- c. 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 Total Estimated Contract Price based upon the Unit Prices inserted by the Bidder, which amount shall govern in all cases.
- d. In the event that a Bidder quotes an amount in the Total 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.
- e. 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".
- f. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract to the Estimated Annual Contract Price for each subsequent year.

Pricing Sheet
Operation and Maintenance at the JSTC and the HCMF

Journal Square Transportation Center - Lump Sum

- A. Operation and Maintenance Year One \$ _____
B. Operation and Maintenance Year Two \$ _____
C. Operation and Maintenance Year Three \$ _____
- D. Estimated Three (3) Year Contract Price JSTC \$ _____**
(Sum of A-C above)

Harrison Car Maintenance Facility - Lump Sum

- E. Operation and Maintenance Year One \$ _____
F. Operation and Maintenance Year Two \$ _____
G. Operation and Maintenance Year Three \$ _____
- H. Estimated Three (3) Year Contract Price HCMF \$ _____**
(Sum of E-G above)

TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE: \$ _____
(SUM OF D+H ABOVE)

CERTIFICATE OF CURRENT COST OR PRICING DATA:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to The Port Authority of NY & NJ or to The Port Authority of NY & NJ's representative in support of:

Bid No. 36805 are accurate, complete, and current as of [Insert Date]*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and The Port Authority of NY & NJ that are part of the bid.

Firm: _____

Name: _____

Title: _____

Date: _____

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PART V – SPECIFICATIONS, TABLE OF CONTENTS 1

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APPENDIX A – SCOPE OF WORK FOR HCMF

APPENDIX B – SCOPE OF WORK FOR JSTC

PART V – SPECIFICATIONS

1. Facility Introduction

Journal Square Transportation Center

The PATH Journal Square Transportation Center is a coordinated public transportation facility located at Journal Square in Jersey City, New Jersey. JSTC provides services to approximately 60,000 passengers each day. An estimated 15,000 passengers transfer to PATH from buses originating or terminating at the Center. The Facility is operational twenty-four (24) hours a day, seven (7) days a week.

The Facility is subdivided into several key areas. The major elements of the JSTC are as follows:

1. A PATH rail rapid transit station with a platform capacity for ten-car trains. There are two main train platforms serving eastbound and westbound PATH passengers.
2. A bus terminal for buses accommodating twenty routes. The bus terminal currently consists of four main platforms serving mostly local are bus routes.
3. A two-level revenue-producing automobile parking area for approximately 600 cars. The parking lot is currently operated by a private vendor; however, maintenance services (in the nature of structural repairs and fire protection system) shall performed by the Contractor. All other repairs will be performed by the private vendor.
4. A private parking facility for PATH and other designated personnel, currently offering parking for approximately fifty (50) cars. The parking lot is operated by PATH.
5. A two (2)-level consumer service area. The consumer service areas are located on the Facility's concourse and plaza levels.
6. A ten (10)-story office building for PATH and Port Authority administrative staff.
7. JSTC also includes the centralized John F. Hoban Control Center and the PATH Police Desk for the entire PATH rail system, located on the concourse level, and the Special Improvement District Offices located on the Plaza Level.

Harrison Car Maintenance Facility

The Harrison Car Maintenance Facility, situated on approximately 57 acres, is located at the terminus of Cape May Road, Harrison, New Jersey. A further description of the Facility is also contained in the Facility Orientation Handbook.

The exterior of the major structures at the site, including the Main Repair Shop, Tomlinson Control Tower, the Facility Substation and the Passarelle, are constructed of preformed insulated metal siding and panels supported by light gauge structural steel studs and structural steel framing. The Passarelle and the administrative office areas of the Main Repair Shop are constructed with operable steel windows. The interior Facility finishes predominately include painted cement block construction, structural ceramic glazed facing tile and gypsum board interior partitions. Ceiling finishes for the Facility's office areas are acoustic tiles with metal support grid. The principal door type used throughout the Facility is hollow metal with 1½ inch hinges and various combinations of panic and customary passage hardware. Wire mesh partitions and rolling doors are installed in the northeast repair shops of the Main Repair Shop. Toilet furnishings are typical of the Bobrick Washroom Equipment Company line of products, including, but not limited to; stainless steel toilet partitions, recessed paper towel dispensers and waste receptacles, soap dispensers, metal edged mirrors with stainless shelves and grab bars.

The principal structure at the Facility is its 207,000 square foot Main Repair Shop, which is 600 feet long, 289 feet wide and 73 feet at its highest elevation. Other structures within the boundaries of the site include a multi-floor Control Tower, also known as "Tomlinson Tower", from which train movements along eleven storage tracks and within the facility's rail yards are observed and managed. The Main Repair Shop is supplied with traction, auxiliary and utilization power from an on-site Substation, which is in turn supplied by Public Service Electric and Gas Company. The rail car storage yards are also supplied with traction power from the Substation.

A guardhouse is located at the entrance to the Facility to permit controlled access. On-site parking accommodations are provided for PATH's employees, visitors, contractor's and subcontractors' personnel and for other activities. From Tomlinson Control Tower, an enclosed Passarelle links the on-site parking with the Main Repair Shop. The Facility grounds are landscaped and include outdoors recreational amenities. Fencing is provided along the facility's perimeter and around certain outdoor storage areas. Other minor structures on the site include a hazardous materials storage building, a storage site for welding gas, a drop-off/pick-up platform and storage building serving PATH's eastbound track from Newark to New York, as well as a "Card Setting Pit" and associated storage building located along the north perimeter of the site. The "Card Setting Pit" and storage building are used by PATH Car Equipment Division personnel for rail car testing. Also located on the site are two small "Signal Bungalow" buildings which house the electrical and electronic equipment controlling the Facility's rail car yard signaling and switches.

Approximately 200 PATH employees perform rail car maintenance activities at the Facility. These activities include the repair and modification of all systems, components and features of PATH's rail car fleet.

Within the Facility's Main Repair Shop, the rail car maintenance activities are further subdivided into several key areas. The major functional repair areas in the Main Repair Shop are as follows:

1. The Blowdown/Lubrication area is located at the northwest corner. This area has been principally designed for undercar cleaning and includes necessary equipment for performing this work.
2. An Inspection and Running Repair section where recurring periodic inspections and in-service repairs are performed. This area is immediately south of the Blowdown area and extends from the east to the west limits of the building.
3. The Heavy Repair area for the performance of major repairs to railcars is located toward the southeast section of the building. Generally, the activities performed in this area focus on rail car “trucks” and include rail car traction motor repair and maintenance of rail car wheels and axles.
4. Several areas dedicated to repair shops for maintenance and overhaul of air conditioning, pipefitting and battery systems, sheet metal and carpentry functions, electrical and electronic car equipment and air brake systems. The repair shops are located toward the southwestern portion of the shop and are supported by a central Storeroom.
5. A central administrative area for Car Equipment Division management and other PATH personnel is located on the Upper Mezzanine level of the shop and also includes locker and storage accommodations. Additional administrative areas are located on the Lower Mezzanine Level of the shop. Also located on the Upper Mezzanine is the shop’s AC/DC Distribution Room, access to the shop’s mechanical Equipment Platform and the lunchroom.
6. The Wheel Truing Building is located at the northeast corner of the Facility immediately east of the Blowdown. This area is designated to cut wheels on the truck of the train car.
7. The Butler Building is a freestanding storage building located at the southwest corner of the facility used by Car Equipment Division.

2. Work Required by the Specifications

These Specifications relate generally to the performance of work required under this Contract, to provide the trades people, administrators and clerks identified in the clause of these Specifications entitled “Staffing Requirements” as well as the supervisory personnel identified in the clause of these Specifications entitled “Management and Supervision” to operate and maintain the building systems, equipment, facilities and structures of the JSTC and HCMF (hereinafter called “the Facilities”) as directed by the Superintendent, in accordance with the Specifications and to furnish all the materials necessary or proper or incidental thereto, all in strict accordance with the Contract Specifications and any future changes therein. The Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The full Scope of Work is set forth in detail in Appendices A and B “Scopes of Work”. The Work, which may be required hereunder, as well as procedures, which are applicable thereto, are outlined in, but not limited to, these Specifications. PATH agrees to pay to the Contractor and the Contractor agrees to accept from PATH in full consideration for the performance by the Contractor of the duties and obligations under this Contract and the whole thereof the amounts specified in the clause of the Contract entitled under Part III, Section 3, “Payment.”

The Contractor shall be responsible for the operation and maintenance of the Journal Square Transportation Center and the Harrison Car Maintenance Facility. The Contractor shall provide materials, tools, equipment, supplies, supervision, administration and labor, as specified, to operate and maintain the JSTC and HCMF in a manner acceptable to the Superintendent. None of the named positions in the document shall be subcontracted. All Work shall be performed by the Prime Contractor unless authorized by the Superintendent.

The Contractor shall conduct operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations of the railroad, or activities of any tenant or occupant in JSTC or the general public using JSTC. In addition the Contractor shall conduct operations in a courteous, efficient and safe manner.

3. Prevailing Wages

The Contractor shall pay or provide (and shall cause all subcontractors to pay or provide) to his or her engineers, electricians, mechanics and workmen, (who are employed by him/her to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed as determined by the Manager and notwithstanding that such rate may be higher than the rate in effect on the date of opening of the bids.

For the purposes of this Contract, the prevailing rates of wage and supplements are those established by State of New Jersey Department of Labor and Workforce Development Division of Wage and Hour Compliance Prevailing Wage Rate Determination for Hudson County for the period of time in which the work is performed.

The provisions of this clause are inserted in this Contract for the benefit of such engineers, electricians, mechanics and workmen as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such engineers, electricians, mechanics and workmen less than the rates of wages and supplements above described, such engineers, electricians, mechanics and workmen shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which he/she is entitled under this clause. If such engineers, electricians, mechanics and workmen are employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of a least the above minimum, and providing for a cause of action in the event of the subcontractor’s failure to pay or provide such wages and supplements) such workman, laborer or mechanic shall have a direct right of action

against the Contractor. The Port Authority shall not be a necessary party to any action brought by any engineer, electrician, mechanic or workman to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain engineers, electricians, mechanics and workmen for the minimum hereinbefore described.

4. Contractor's General Responsibilities, Obligations and Services

1. GENERAL

The Contractor shall perform services related to the operation and maintenance of certain Facility systems and the administration of certain Facility operation and maintenance services performed by others at both the Journal Square Transportation Center and the Harrison Car Maintenance Facility as more fully provided in these Specifications which include, but are not limited to, Appendices A and B. All such services shall be effectuated by the Contractor in a safe, orderly and efficient manner. The Contractor shall apply customary and acceptable management techniques, so as to provide a safe and productive working environment at the Facility and to achieve optimum public access, utilization, safety and convenience.

As directed by the Superintendent, the Contractor shall perform Routine and Non-Routine Work activities as described in the Appendices following procedures outlined in the clause of the Specifications entitled "Work Order System". With the exception of PATH's requirement for a Watch Engineer to be on duty Monday through Sunday (24/7), maintenance activities identified in this Contract are generally performed during regular working hours as such term is defined in the Section entitled "Specific Definitions."

The Superintendent, however, may direct that these activities be performed at times which take into consideration the operating nature of the facility as a public transportation facility, office building and active (24/7) PATH railcar maintenance facility. The specific requirements for off-hour maintenance will be provided to the Contractor at the time of issuance of each Work Order.

The Contractor shall provide all labor, materials, tools and equipment, supervision and administration, as specified and as may be required for the operation and maintenance of the Facility in a manner acceptable to PATH.

The Contractor shall provide and maintain in good working condition a total of twenty four (24) two-way radios: twelve (12) at the JSTC and twelve (12) at the HCMF. The radios to be utilized as required by the Superintendent shall be VHF frequency as manufactured by Motorola Corporation. The units must be suitable for the purpose and operated properly within the Facility. One master NiCad Battery

Charger shall be provided by the Contractor at each Facility that is capable of charging twelve (12) radios simultaneously. Each radio shall be provided a minimum of two (2) batteries.

The Contractor shall instruct its personnel in emergency operations and shall conduct and participate in periodic fire drills at each Facility as directed by the Superintendent. In addition, the Contractor shall designate personnel in each shift to act as a fire brigade or fire warden as appropriate. Such personnel shall be given special instruction, as directed by the Superintendent, in fire fighting procedures for their assigned Facility. The Contractor shall also be responsible for the annual re-certification of Facility staff in the use of fire fighting equipment. Compensation for the cost of such training shall be included in the Contractor's lump sum price. Contractor's time shall count as a part of a normal workday.

Included in the staffing at all times shall be two (2) maintenance mechanics and two (2) maintenance electricians who are asbestos O&M certified. The Contractor shall be responsible for the annual re-certification of facility staff in the required asbestos O&M certification. Compensation for the cost of such training and proper certifications shall be included in the Contractor's lump sum price. Contractor's time shall count as a part of a normal workday.

The Contractor shall continually instruct its personnel on proper practices and procedures to be followed while working at the Facilities. The Contractor shall schedule weekly safety orientation meetings to be held each Friday during the term of the Contract as required by the Superintendent and at no additional costs to PATH.

The Contractor shall assist PATH with its goal of providing assistance to its employees, tenants and visitors and maintaining a secure environment for the traveling public. The Contractor shall provide suitably trained staff, as required herein, to perform the services specifically required herein and shall render assistance, information and general directions if necessary. Specific requirements for training are stipulated in the clause of the Contract entitled "Training Requirements".

The Contractor shall, at all times, cooperate with the Superintendent, who shall be advised immediately by the Contractor's personnel of any abnormal, unsafe, unusual or emergency condition at either of the Facilities.

The Contractor shall immediately inform the Superintendent upon discovery of any industrial equipment, mechanical, electrical, structural or plumbing breakdown, malfunction unsafe condition, damage, crack, break or other sign of disrepair of any of the plumbing fixtures or associated water supply or drainage connections, doors, walls, ceilings, floors, furniture, glass, or any other part of or appurtenance at any Facility structure [at which the Contractor is required to perform services under the Specifications]. Immediately upon discovery of any such condition the Contractor shall place a sign or in the vicinity of the area, indicating it is "Out of Order" or "Under Repair." Such sign shall not be removed until the necessary repairs have been completed. Signs for this purpose may be furnished by the Superintendent or, if not,

they shall be procured by the Contractor; the Contractor shall be compensated for the cost of materials involved in the procurement of such signs in accordance with the clause of the Contract entitled “Net Cost Items and Compensation for Net Cost Items”. Upon direction of the Superintendent, the Contractor shall prohibit public access to any area in which such condition is found to exist.

The Contractor’s services shall be performed in the areas of the Journal Square Transportation Center and Harrison Car Maintenance Facility as delineated in the clauses of the Specifications entitled “Facility Introduction” and:

- a. Other areas within the limits of the Facilities, including any fencing acting as perimeter boundaries to yard areas but including all perimeter locations, outfalls, roadways, parking and landscaped areas as may be necessary to perform work required and/or directed by the Superintendent.

The Contractor shall submit for PATH approval an occupational safety and health plan (“Plan”) demonstrating compliance with Occupational Safety and Health Administration Rules and Regulations 29 CFR 1910 et seq. The Plan shall be submitted to the PATH Safety Supervisor upon Contract award. A compliance schedule shall be submitted to the PATH Safety Supervisor every six (6) months thereafter.

The Contractor shall comply with all Port Authority and PATH policies and procedures, as well as all applicable rules and regulations, and shall receive proper approval before it or its directed subcontractor commences any work on fire protection systems that must temporarily be taken out of service for work by the Contractor or others.

The Contractor shall properly file a welding/burning permit at least twenty-four (24) hours in advance of such work with the Superintendent before commencement of same.

2. WITH RESPECT TO ANTICIPATED SERVICE CONTRACTS TO BE ENTERED INTO BY PATH FOR MAINTENANCE AND REPAIRS OF BUILDING SYSTEMS

In order to ensure the effective and efficient operation, maintenance, inspection and repair of each of the Facility’s building equipment, systems, sub-systems, and components, PATH may enter into various contracts for the performance of inspections, maintenance and repairs with service contractors. The Contractor shall, upon PATH’s request, assist PATH in procuring the services of such service contractors. Upon the execution of any such service contract, the Contractor shall fully administer it. Such administration shall include the inspection, evaluation and documentation of the service contractor’s performance and the maintenance of all information, e.g.; correspondence logs, etc., relating to such contract.

The following is a list of the various service contracts which PATH expects to (or has) entered into:

JOURNAL SQUARE TRANSPORTATION CENTER

- a. EMERGENCY GENERATOR
- b. AIR-CONDITIONING AND MONITORING EQUIPMENT
- c. BOILERS, CONTROLS AND WATER TREATMENT
- d. FIRE PROTECTION SYSTEMS
- e. HVAC CONTROLS

HARRISON CAR MAINTENANCE FACILITY

- a. SMOKE DETECTION AND FIRE ALARM SIGNALING AND COMMUNICATIONS SYSTEMS
- b. AIR-CONDITIONING EQUIPMENT
- c. CRANES, TURNTABLES AND CAR AND TRUCK HOISTS
- d. BOILERS, CONTROLS AND WATER TREATMENT
- e. AUTOMATED BUILDING MANAGEMENT SYSTEM
- f. FIRE PROTECTION/HALON EQUIPMENT
- g. SHOP EQUIPMENT
 - 1) Magnetic Particle Tester
 - 2) Westcode Digital Test Rack
 - 3) Wheel Borer/Vertical Turret Lathe
 - 4) Simmons Stanray Wheel Truing Machine
 - 5) CNC Machine
 - 6) Parts, washers, ovens, evaporators

The Contractor's compensation for all Work required by this section, including overhead, profit and administrative costs, shall be included in the Contractor's Lump Sum price.

3. PATH AND CONTRACTOR JOINT ACTIVITIES

The Contractor shall continuously review with PATH the amount and type of work outstanding (often referred to as "backlog"). Based on this review, PATH may choose to exercise any of its rights to order Extra Work; to increase or decrease the frequency and/or methodology of the routines; and to adjust schedules and hours of work to meet dynamic and changing conditions as further delineated in the clauses of the Contract entitled "Authority of the Director/General Manager" and/or "Authority and Duties of the Superintendent".

The Contractor's compensation for all work required by this Section, including overhead, profit and administrative costs shall be included in the Contractor's Lump Sum price.

5. Materials, Supplies and Equipment

Beginning with the effective date of this Contract, the Contractor shall establish procedures for performance (in conjunction with the WOTS and/or VAMMS) of the

acquisition and inventory of materials necessary for the maintenance of equipment used for operation and maintenance at the JSTC and HCMF and to do all other things necessary or desirable for or incidental to fulfillment of his services hereunder. These procedures shall be accomplished through the coordinated efforts of the Contractor's personnel and the Superintendent.

1. Approval of Material, Supplies and Equipment

Only Port Authority/PATH approved materials, supplies and equipment are to be used by the Contractor in performing services hereunder. Inclusion of materials or supplies on the Port Authority/PATH Approved Products List or approval by the Superintendent shall constitute approval. The list may be revised from time to time and at any time be the Port Authority/PATH and it shall be incumbent upon the Contractor to obtain the most current list from the Superintendent. Said list is available at the office of the Manager, Environmental Management Division.

2. General

All permanent and temporary materials, supplies, tools and equipment required by the Contractor in performing the Work at the Facility under this Contract shall be purchased by the Contractor and issued to the Contractor's personnel as required by the Contractor. The Contractor shall be compensated for all such purchases (other than small tools) based on the net cost thereof as such cost is computed in accordance with the clause of the Contract entitled, "Net Cost Items and Compensation for Net Cost Items".

All materials, supplies, tools and equipment (whether purchased by the Contractor or supplied by PATH) required in the operation and maintenance of the Facilities under this Contract shall be stored and inventoried. The Contractor shall maintain a complete, up-to-date inventory of all such stored items and upon the Superintendent's request shall provide a copy of the inventory status, including designation of shortage or breakage, if any, and indicating the reason for such shortage or broken items.

The Superintendent shall have the right at all times to monitor the quality and quantity of all materials, supplies, tools and equipment used by the Contractor in the performance of services hereunder. The Superintendent may from time to time consult with the Contractor to determine the types and quantities of all materials, supplies, tools and equipment to be stored at the Facilities and to establish minimum inventories of tools and equipment to be maintained by the Contractor for use in the performance of services hereunder. If at any time the Contractor is using, or has available for use, in the performance of services hereunder, insufficient materials, supplies, tools and equipment, as determined by the Superintendent, the Superintendent may direct the Contractor to correct such deficiency. The final decision as to the types and the minimum and maximum quantities of such materials, supplies, tools and equipment to be stored shall be

the Superintendent's. The maintenance of these items shall be the responsibility of the Contractor.

All materials, supplies, tools and equipment used by the Contractor in the performance of services hereunder shall be of such quality as not to cause wear, tear, damage or other deleterious effect to the Facility. If at any time, in the opinion of the Superintendent, improper supplies, materials, tools or equipment are being used by the Contractor in furnishing services hereunder, the Contractor shall, upon notice from the Superintendent, discontinue their use and replace them with approved items.

All equipment used by the Contractor hereunder will be monitored by the Superintendent, who shall, from time to time, determine its effectiveness. The Superintendent shall have the right to require the Contractor to discontinue the use of any equipment determined by him/her to be ineffective and to replace it with properly functioning equipment.

PATH may from time to time furnish to the Contractor for his use under this Contract various spare parts, materials, supplies, tools and equipment. The Contractor shall return every such spare part, material, supplies, tool or equipment to PATH in good condition (normal wear and tear excepted) promptly upon the request of the Superintendent or upon termination of this Contract. Except for normal wear and tear, the Contractor assumes the risk of loss of or damage to any such spare parts, materials, supplies, tools and equipment from any cause whatsoever between the time they were provided to it by PATH and the time of return thereof to PATH and the Contractor shall reimburse PATH for all costs arising from any such loss or damage.

Equipment or materials identified by the Contractor as broken must be reported and returned to the Superintendent before being disposed of. All materials that are replaced within and/or removed from the JSTC and HCMF shall remain the property of PATH and shall be delivered to a location at the JSTC or HCMF determined by the Superintendent.

The Contractor, at its expense, shall furnish, distribute and replace as necessary all safety equipment for Contractor's staff employed at the sites, including but not limited to, safety goggles, respirators, work gloves, bump caps, safety vests, safety shoes and hearing protection.

3. Equipment and Tools Provided to the Contractor

Certain tools and items of equipment will be provided to the Contractor for exclusive use at the JSTC and HCMF. Such tools and items are not to leave the premises of the JSTC or HCMF.

The Contractor agrees not to permit others to operate the equipment and/or use the tools provided by PATH.

The Contractor shall maintain the equipment in good working order, making such repairs as are within the expertise of its personnel, if so directed by the Superintendent. If extensive work or repairs are required, the Contractor shall review with the Superintendent what procedures shall be adopted. The Superintendent's direction shall prevail.

The Contractor hereby agrees to operate or use the equipment and tools provided by PATH with care and diligence.

The Contractor further agrees that, following each use of the tools and equipment he will put them in a secure location within the JSTC and/or HCMF complexes designated by the Superintendent. The Contractor shall be responsible for the security of the tools and equipment stored within this designated space.

6. Management and Supervision

1. Primary residence, emergency and alternate/cell telephone numbers shall be made available to the Superintendent for all Contractor personnel for use in emergency response notifications and shall be updated as necessary.
2. The Contractor shall provide, at no additional cost to PATH, two (2) cell phones at HCMF and two (2) cell phones at JSTC (for a total of four (4) cell phones) to be used by the Contractor's Maintenance Administrator and Chief Watch Engineer to ensure that communication can be achieved twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be responsible for obtaining and maintaining the devices as necessary. In the event such devices are damaged or lost while in the Contractor's possession, the Contractor shall immediately replace same at no cost to PATH.
3. The Contractor shall instruct the Maintenance Administrator and through him or her, all employees, agents and servants that the safety and convenience of the public and PATH and PATH's operation shall take precedence over all other considerations at all times.
4. The Contractor shall provide a Maintenance Administrator, subject to the initial and ongoing approval of the Superintendent, whose qualifications will be in accordance with those as outlined in the clause of the Contract entitled "Contractor's Personnel."
5. In the short term physical absence of the Maintenance Administrator (less than one work day), for reasons other than sickness, vacation, or personal leave, the Chief Watch Engineer or Watch Engineer on duty shall have primary responsibility for the entire JSTC or HCMF, to issue instructions or direct all Contractor employees, including those under emergency conditions or other unusual activities.

6. The Maintenance Administrator and, during off hours, the Watch Engineer shall each be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Superintendent. Either the Maintenance Administrator or the Watch Engineer shall be available to PATH at all times to receive such orders, directions and instructions. All Contractor's personnel, in turn, shall receive their orders, directions and instructions from the Maintenance Administrator, Chief Watch Engineer or Watch Engineer, except in the case of Extra Work, when supervision must be by the Maintenance Administrator or Chief Watch Engineer.

In the event any personnel (skilled or semi-skilled) become unavailable as a result of a strike or for any other reason, the Contractor shall nevertheless continue to perform the Contract by all means such as, but not restricted to, the use of supervisory staff.

7. Personnel Requirements

The Contractor shall furnish sufficiently trained personnel at no additional cost to PATH, including, but not limited to, appropriately certified and experienced supervisory, maintenance (including asbestos O&M and Pesticide Handler), and clerical personnel to perform the services required of the Contractor under this Contract. The Maintenance Administrator assigned to each Facility shall prepare written performance appraisals of all Contractor personnel assigned to this Contract. The written performance appraisals shall be submitted to the Superintendent every six (6) months. If any personnel are deemed unsatisfactory or do not perform the services to be furnished hereunder in a manner that is proper and satisfactory to PATH, or if in the determination of the Superintendent any personnel have taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public interest or inconsistent with the best interest of PATH, the Contractor shall remove any such personnel and replace them with personnel satisfactory to PATH within twenty-four (24) hours, upon notice from PATH. All required inoculations (such as Hepatitis) are to be administered to the personnel, of which the cost shall be borne by the Contractor.

All Contractor's personnel performing work required 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 Superintendent's staff. No employees will be permitted to work under this Contract without approval of PATH.

All Contractor employees, hereunder, shall be subject to a medical test for the presence of drugs and/or intoxicants during, but not limited to, medical fitness examinations, return to duty examinations, post accident or a reasonable suspicion medical examination. The Contractor shall be responsible for providing one annual medical test for each employee for the presence of controlled or dangerous substances or intoxicants. In the event of a positive test result for any controlled or dangerous substance or intoxicant, the Contractor shall immediately remove the Contractor employee from working at any PATH/Port Authority Facility.

8. Training Requirements

The Port Authority Trans Hudson Corporation is responsible for the operation of the entire PATH Rail System. As part of this responsibility, PATH is concerned with providing assistance and information to its employees, tenants and visitors and a secure environment for the traveling public. At times, the Contractor's personnel shall render assistance and give information and/or general directions as necessary during the performance of their duties at the JSTC and HCMF.

This interaction requires highly motivated staff, each of whom must, in addition to training necessary to perform the maintenance requirements contained herein, be trained in typical customer service procedures to enable them to assist other workers, patrons, tenants and visitors. The training program to be used by the Contractor to address this requirement will be subject to the ongoing review and approval of PATH.

The Contractor must at its own expense develop and administer an annual program as well as yearly refreshers, the cost of which shall be included in the lump sum price, and which shall provide but not be limited to at least eight (8) hours of classroom training, to include:

- Demeanor
- Appearance
- Ethics
- Coping with Emergencies
- Reports and Communications
- Team Oriented Attitudes
- Use of Safety/Fire Fighting Equipment
- Fire Procedures and Control

9. Maintenance of the JSTC

A. Specific Inclusions

The Contractor shall operate and maintain the building systems, structures, facilities and equipment in accordance with the provisions of this Contract. The Contractor shall perform all tests and inspections required on the building systems and equipment at the JSTC. The Contractor shall perform all routine maintenance and system modifications required on all the building systems, equipment, structures and facilities of the JSTC. The Contractor shall furnish, as required, all materials, supplies, safety appliances, tools and equipment necessary or proper for the operation and maintenance of such systems, structures, facilities and equipment at the JSTC.

The following items of work shall be included in the Contractor's services in accordance with the Contract Specifications and Scopes of Work in their present form:

- a. The Contractor shall supply and pay for all fan belts, lubricants, filters and gaskets (PATH will supply all other materials), and shall provide labor,

supervision, administration and materials necessary or proper for the operation and maintenance of all heating, ventilating, air conditioning, mechanical and plumbing systems equipment, including the Facility Heating Plants as well as the operation of the air conditioning heating and ventilating equipment as further described in Appendix B, Scope of Work #1.

- b. The Contractor shall supply all air filters, at no additional cost to PATH, and shall provide all labor, supervision, administration, materials and equipment necessary, proper or desirable for the efficient operation and maintenance of the Chilled Water Production Machinery as further described in Appendix B, Scope of Work #2.
- c. The Contractor shall supply air lines, traps, filters, oil and control and electrical wiring and shall provide all labor, supervision, administration, tools, materials and equipment, except as may be provided otherwise herein, necessary, proper or desirable for the efficient operation and maintenance of the Automatic Temperature Control System, as further described in Appendix B, Scope of Work #3, including the functions, procedures, tests, inspections and duties outlined in Appendix B, Scopes of Work #1 and #2.
- d. The Contractor shall provide all labor, supervision, administration, tools, equipment and materials, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the fire protection and sprinkler systems as further described in Appendix B, Scope of Work #4.
- e. The Contractor shall provide all labor, supervision, administration, tools and equipment, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the Water Treatment Program as further described in Appendix B, Scope of Work #5. PATH will supply the materials and chemicals for water treatment.
- f. The Contractor shall provide all labor, supervision, administration, tools, equipment and materials, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the electrical systems as further described in Appendix B, Scope of Work #6.
- g. The Contractor shall provide all labor, supervision, administration, tools, equipment and materials, except as may be provided otherwise herein, necessary or proper for general utility maintenance and repair at the Facility as further described in Appendix B, Scope of Work #7.

B. Specific Exclusions

Subject to the direction of the Superintendent the following items of Work are not required to be performed at the JSTC by the Contract Specifications in their present form and the Contractor shall not include the following:

- a. Maintenance of the elevator and escalator systems.
- b. Janitorial services and general cleaning.
- c. Maintenance of the following equipment at the JSTC Complex:
 - 1. Traction Power System and Supervisory Control System, including the Computer
 - 2. Railroad Signal Control Console and Track Display Board
 - 3. All Communications Equipment
 - 4. Relay Room Equipment
- d. Maintenance of the JSTC telephone system.

Note: The Contractor shall; however, be responsible for relamping and general maintenance and operation of the JSTC building systems in the locations where the equipment listed in (a), (b), (c) and (d) is situated.

- e. Maintenance of PATH's public address system and components.
- f. Smoke detection equipment and maintenance.
- g. All activities at train platform level, except general utility maintenance services at stairway numbers 22, 23, 24, 25 and 26, and storm water ejector on platform "S."
- h. Maintenance of the following PATH equipment:
 - 1. Turnstiles on the PATH mezzanine level.
 - 2. Closed circuit TV systems and components.
 - 3. Ticket vending machines.
- i. Maintenance of the equipment in the parking operator's booths and office. The Contractor, however, shall be responsible for the electrical work, HVAC, and all building services in the tollbooths and office.
- j. Electrical power.
- k. Fuel oil and/or natural gas.
- l. Machine shop equipment.

NOTE: The Contractor shall, however, be responsible for the relamping, all general utility repairs and operation and maintenance of the building systems in the immediate surrounding areas of such equipment. The Contractor shall also be responsible for operating and maintaining all

building systems in all the locations where these systems are situated as well as all consumer service locations.

The purchase of hand tools and equipment necessary or proper for the performance of work required where cost is less than \$100 per item shall be at no additional cost to PATH.

The foregoing is not an exhaustive listing, either as to the work as a whole or as to any one type of item mentioned, or of the Work required by the Specifications and Scopes of Work. Accordingly, the provisions above shall be construed as in aid of and supplemental to, but in no case limiting, impairing or decreasing, the requirements elsewhere set forth with respect to the Work to be performed.

10. Maintenance of the HCMF

A. Specific Inclusions

The Contractor shall operate and maintain the building systems, structures, facilities and equipment in accordance with the provisions of this Contract. The Contractor shall perform all tests and inspections required on the building systems and equipment at the HCMF. The Contractor shall perform all routine maintenance and, when directed, all non-routine maintenance, emergency maintenance and system modifications required on all the building and shall furnish, as required, all materials, supplies, safety appliances, tools and equipment necessary or proper for the operation and maintenance of such systems, structures, facilities and equipment at the HCMF.

The following items of work shall be included in the Contractor's services in accordance with the Contract Specifications and Scopes of work:

- a. The Contractor shall provide all labor, supervision, administration, tools, equipment and materials necessary or proper for the operation of all HVAC equipment, including the Facility Heating Plant located in the Main Repair Shop, as well as for the operation of the HVAC equipment located in Tomlinson Control Tower, as further described in Appendix A, Scope of Work #1.
- b. The Contractor shall supply, at no additional cost to PATH, all fan belts, lubricants and gaskets, all filters and other materials, and shall provide all labor, supervision, administration, tools and equipment necessary, proper or desirable for the efficient operation and maintenance of the HVAC systems as further described in Appendix A, Scope of Work #2.
- c. The Contractor shall provide all labor, supervision, administration, tools and equipment necessary or proper for the efficient operation of the packaged air conditioning equipment as further described in Appendix A, Scope of Work #3.

- d. The Contractor shall provide all labor, supervision, administration, tools and equipment, except as may be provided otherwise herein, necessary, proper and desirable for the efficient operation and maintenance of the Building Management System, as further described in Appendix A, Scope of Work #4, including the functions, procedures, tests, inspections and duties outlined in Appendix A, Scopes of Work #1 and #2.
- e. The Contractor shall provide all labor, supervision, administration, tools and equipment, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the fire protection and sprinkler systems as further described in Appendix A, Scope of Work #5.
- f. The Contractor shall provide all labor, supervisions, administration, tools and equipment, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the plumbing systems as further described in Appendix A, Scope of Work #6.
- g. The Contractor shall provide all labor, supervision, administration and equipment, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the electrical systems as further described in Appendix A, Scope of Work #7.
- h. The Contractor shall provide all labor, supervision, administration, equipment and tools, except as may be provided otherwise herein, necessary or proper for general utility maintenance and repair and for the operation of the Facility's battery powered forklift, as further described in Appendix A, Scope of Work #8.
- i. The Contractor shall provide all labor, supervision, administration, equipment and tools, except as may be provided otherwise herein, necessary or proper for the maintenance and repair of the industrial shop systems and equipment at the Facility, as further described in Appendix A, Scope of Work #9.

B. Specific Exclusions

Subject to the direction of the Superintendent, the following items of Work are not required by the Contract Specifications and the Contractor shall not include the following:

- a. Maintenance of the elevator and escalator systems
- b. Janitorial services and general cleaning.
- c. Maintenance of the following equipment:
 - 1. Traction Power System and Supervisory Control System, including the Computer.

- 2. All Communications Equipment
- 3. Relay Room Equipment

- d. Maintenance of the HCMF Telephone System.
- e. Maintenance of the PATH's public address system and Components.
- f. Smoke detection equipment and maintenance.
- g. Electrical systems within the Control Tower are the responsibility of PATH.

NOTE: The Contractor shall, however, be responsible for the relamping, all general utility repairs and operation and maintenance of the building systems in the surroundings areas of such equipment. The Contractor shall also be responsible for operating and maintaining all building systems in all the locations where these systems are situated.

The purchase of hand tools and equipment necessary or proper for the performance of work required to be performed under the clauses "Maintenance of the Journal Square Transportation Center" and "Maintenance of the Harrison Car Maintenance Facility" above, whose cost is less than \$100 per item shall be at no additional cost to PATH, to include expendable items (i.e. saw blades, drill bits, taps, etc.).

The foregoing is not an exhaustive listing, either as to the work as a whole or as to any one type of item mentioned, or of the Work required by the Specifications and Scopes of Work. Accordingly, the provisions above shall be construed as in aid of and supplemental to, but in no case limiting, impairing or decreasing, the requirements elsewhere set forth with respect to the Work to be performed.

11. Staffing Requirements

The Contractor is required to assign one (1) Maintenance Administrator and one (1) Maintenance Clerk to each Facility.

Additional staffing at each Facility is as follows:

JSTC

- One (1) Chief Engineer
- Four (4) Watch Engineers
- Three (3) Maintenance Electricians
- Four (4) Maintenance Mechanics
- One (1) Maintenance Mechanic Helper

HCMF

- One (1) Chief Engineer
- Three (3) Watch Engineers
- Four (4) Maintenance Electricians, licensed
- Three (3) Machine Mechanics
- One (1) Maintenance Mechanic

All staff shall be assigned to this Contract on a full-time basis to perform assigned Routine and Non-routine Work. Said employees shall be at the Facilities during the days and hours delineated in the clause of the Specifications entitled “Contractor’s General Responsibilities, Obligations and Services”. The Contractor shall provide such full coverage regardless of whether the regularly assigned employees are absent from the site of the work due to vacation or personal leave or for any other reason.

1. The Contractor is required to provide personnel for Extra Work when such is deemed necessary by the Superintendent. The Contractor is to supply the amount of personnel as required by the Superintendent within twenty-four (24) hours of receipt by the Contractor of notice from the Superintendent, except in the case of snow operations or an emergency, when a two (2) hour “Notice of Extra Work” must be complied with. The Contractor will be compensated for the Extra Work as herein provided, which must be evidenced by written records and reports as required and approved by the Superintendent.

At the commencement of Contractor’s performance of the Contract and at any time thereafter, if it becomes necessary to replace the Maintenance Administrator or Maintenance Clerk assigned by the Contractor to the Facility, the resume/qualifications of the prospective replacements must be forwarded to the Superintendent at least two (2) weeks prior to filling those positions. The Superintendent, in his/her sole discretion, shall determine whether the qualifications of the prospective staff meet those required under the terms of the Contract.

12. Limitations on Contractor’s Employee Hours

No employee of the Contractor or any subcontractor performing services hereunder shall be permitted to work more than eight (8) hours per day, unless an employee or employees are unavailable to perform required services and the Contractor has obtained the Superintendent’s prior approval to assign additional work time to a particular employee. If both such conditions are met and additional work time is assigned by the Contractor, the Contractor shall schedule the work so as to ensure that no employee works more than twelve (12) hours per day and no employee resumes work sooner than twelve (12) hours following extended hours or shifts. The Contractor shall not be compensated for any such extended hours or shifts, except as otherwise provided herein. This hour limitation may be exceeded in the event of emergencies, as determined by the Superintendent.

Notwithstanding the foregoing limitation on work hours, in the event that the Superintendent determines that an emergency exists at the work site so as to require the utilization of all available employees of the Contractor and any subcontractor beyond the hours permitted herein, the Superintendent may require the Contractor to keep such employees at the site to assist him for the time that such an emergency is in effect. Work performed by such employees at the site during such an emergency shall be Extra Work as defined in the clause of the Contract entitled "Extra Work and Compensation for Extra Work" and shall be subject to all provisions of such clause, including those relating to compensation.

13. Employee Uniforms and Appearance

The Contractor shall provide, at no additional cost to PATH, all personnel with distinctive uniforms with woven identification insignia of a type and style that shall be subject to the prior and continuing approval by the Superintendent. Such personnel shall wear these uniforms at all times while on the premises of JSTC and HCMF. The Contractor shall ensure that personnel present a neat, clean and orderly appearance at all times. All personnel shall make a minimum of two (2) changes of uniforms per week and the Contractor shall supply such personnel with sufficient uniforms to comply with said requirements. Each employee (including the Maintenance Administrator) shall be issued a winter parka, a light Eisenhower type spring/fall jacket, steel-toed work shoes and, at minimum, two (2) pairs of overalls as part of their general uniform allotment. The Contractor shall ensure that its employees wear proper shoes for the task being performed. The employees shall not wear sneakers or conductive shoes. The Contractor, at no additional cost to PATH, shall provide all incidental safety equipment (respirators, safety glasses, gloves, etc.) as the particular job warrants. The Contractor will be required to provide OSHA-approved head protection (hard hats) to all staff working at the Harrison Car Maintenance Facility. Hard hats are required at all times in and around the Main Repair Shop. The Superintendent shall have the right to require removal of any employee who fails to wear the proper uniform and shoes and the exercise of this right shall not limit the obligations of the Contractor to perform the work.

14. Facilities Provided to the Contractor

PATH will furnish the Contractor non-exclusive space for an office, locker room, machine shop, lavatory and washroom for the employees of the Contractor at each Facility. Space will be provided by PATH for the storage of the Contractor's tools, equipment, materials and supplies. Said facilities and/or space will be designated by the Superintendent and may be changed at any time or from time to time at his/her discretion. The Contractor shall at all times maintain and clean these facilities and all fixtures, equipment and other appurtenance located therein, and shall maintain them in an orderly and neat appearance as approved by the Superintendent.

PATH will provide two (2) telephones at each Facility; one phone will be located in each of the Contractor's business offices and one phone will be located in each of the Watch Engineer's Offices in the Shops at JSTC and the HCMF. The costs to provide these phones and of all business-related calls will be borne by PATH. However, PATH reserves the right to review the usage of these phones on a periodic basis and,

where evidence of personal misuse by the Contractor's staff is discovered, shall deduct all charges for personal calls from the Contractor's Lump Sum invoice. Misuse will be determined to be twenty or more non-business related calls to the same telephone number within the 201, 212, 909, 609, 793, 732, or 718 area codes, any and all non-business related calls outside the aforementioned area codes occurring within one telephone company billing statement period. It will be the responsibility of the Contractor to maintain a log of all business and non-business related phone calls and to provide to the Superintendent, at his/her request, a copy of that log.

PATH will provide to the Contractor one set of keys to the locker room and/or secured areas of JSTC and HCMF.

Copies of working drawings, catalog cuts, circuit and wiring diagrams and other data on equipment and systems contained within the JSTC and HCMF and which are in possession of PATH will be available at each Facility for use by the Contractor.

15. Space Provided To the Contractor

PATH by its officers, employees, and representatives shall have the right at all times to enter upon the facilities and/or spaces provided the Contractor for the purpose of inspection of the same, for observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or thing which PATH may be obligated or have the right to do. Without limiting the generality of the foregoing, PATH shall have the right, for its own benefit or for the benefit of others at the Facility, to maintain existing and future utility systems or portions thereof on the facilities and/or space and to enter upon the facilities and/or space at all reasonable times to make such repairs, replacements, additions or alterations as may, in the opinion of PATH, be deemed necessary or advisable. It is understood that the foregoing shall not impose or be construed to impose upon PATH any obligation to inspect, construct or maintain or to make repairs, replacements, alterations or additions or to create any liability for any failure so to do.

The Contractor shall examine the space carefully and accept it in its present condition. The Contractor shall repair all damage to the space and all damage to fixtures, improvements and personal property of PATH which may now or may hereafter be located thereon which may be caused by the operations of the Contractor under this Agreement or by any acts or omissions of the Contractor, its officers, agents, employees or representatives, whether the damage occurs during the course of their employment by the Contractor or otherwise.

The Contractor shall not perform any maintenance or repair, nor erect any structure, make any improvement or do any other construction work on the space or elsewhere on premises or alter, modify or make additions or repairs to or replacements of any existing structure or improvement, or install any fixture (other than trade fixtures, removable without injury to the space) without the prior written approval of PATH; and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made with such approval, then upon notice so to do, the Contractor shall remove the same or, at the option of PATH, cause the same to be

changed to the satisfaction of PATH. In case of any failure on the part of the Contractor to comply with such notice, PATH may effect the removal or change and the Contractor shall pay the cost thereof to PATH on demand.

16. Contractor's Personnel

JSTC

The following general descriptions of each worker classification at the JSTC are intended to outline the duties of each such classification. They are not intended to fully describe all duties to be performed by workers of each classification.

NOTE: The Maintenance Administrator and Chief Watch Engineer shall be responsible for the Supervision of all Extra Work ordered under the Contract. The Maintenance Administrator shall be a salaried employee with a guaranteed compensation differential. However, the compensation for the Maintenance Administrator for such supervision of Extra Work will be based on the hourly rate established under the Extra Work clause of the Contract for the Chief Watch Engineer.

a) Maintenance Mechanic

The required Maintenance Mechanics shall be licensed Boiler Operators. The Maintenance Mechanics shall have a minimum five (5) years' experience in the maintenance of building systems comparable to those installed at the Facility. The duties of the Maintenance Mechanics shall include, but are not limited to: the inspection, servicing and repair of all components of the Facility's HVAC, plumbing, mechanical, electrical and fire protection systems. They shall service and repair architectural finishes, such as painted or covered wall surfaces, windows, doors, locks, lights, roof hatches, smoke vents, vertical lift doors, masonry surfaces including, walls, ceilings and walkways, expansion joints, flashings, blinds, shades and sheet metal work. The Maintenance Mechanics shall perform these services Monday to Friday between the hours of 7:30 AM and 4:00 PM, exclusive of holidays. At least two (2) of the facility Maintenance Mechanics shall be asbestos O&M certified within three (3) months of the contract award date.

b) Maintenance Electrician

The required Maintenance Electrician(s) shall have a minimum of seven (7) years' experience as an inspector, contractor and/or Journeyman Electrician in the field of construction and maintenance of electrical systems comparable to those at the Facility. The duties of the Maintenance Electrician(s) shall include, but are not limited to, the inspection, servicing and repair of all components of the Facility's electrical, fire protection, HVAC building systems and equipment as outlined in the Specifications. The Maintenance Electricians(s) shall perform these services Monday to Friday between the hours of 7:30 AM and 4:00 PM, exclusive of holidays. At least two (2) of the Maintenance Electricians at the Facility shall be asbestos O&M certified within three (3) months of the contract award date.

c) Maintenance Clerk

The Contractor shall provide the services of a Maintenance Clerk, who shall possess, as a minimum, two (2) years experience in data input for maintenance activities similar to those required at the JSTC. The Maintenance Clerk shall perform duties as specified by the Superintendent through the Maintenance Administrator to ensure adherence to all contractual obligations as they relate to the day-to-day activities of the Contractor. Such duties may be revised at the discretion of the Superintendent. The Maintenance Clerk shall perform these services Monday to Friday between the hours of 7:30 AM and 4:00 PM, exclusive of holidays. The Maintenance Clerk shall not perform duties exclusive to the Contractor (i.e.; payroll, invoice preparation).

d) Maintenance Administrator

The Contractor shall provide the services of a Maintenance Administrator, subject to the approval of the Superintendent, who shall possess, as a minimum, a valid Stationary Engineer's Red Seal license or a P.E. License and a refrigeration license, seven (7) years of experience in the management of facility and building maintenance activities for systems and equipment and components substantially comparable to the systems, equipment and components at the Facility. In addition, the required Maintenance Administrator shall have a minimum of two (2) years of experience in the use of automated maintenance control systems and equipment. The Maintenance Administrator shall be in charge of and have the overall responsibility, on a twenty-four (24) hour, seven (7) days per week basis, for all mechanical and other operations and activities which encompass all functions as required by the Scopes of Work and Specifications herein, including emergency operations, procedures and supervision of Extra Work. The Maintenance Administrator shall devote his or her time exclusively to the responsibilities in connection with the work to be performed under this Contract. The presence of the Maintenance Administrator on JSTC premises is required between the hours of 7:00 AM and 4:30 PM, Monday through Friday, exclusive of Holidays, and such other times as may be required by the Superintendent. In the absence of the Maintenance Administrator due to sickness, vacation, personal leave or any other reason, the Contractor shall provide a qualified replacement or be subject to assessment of liquidated damages as referenced in Part III. Duties of the Maintenance Administrator shall include, but not be limited to, the following:

1. Receive all requests from the Superintendent for maintenance of the systems, equipment and components included in this Contract; supervise and evaluate the performance of the Contractor's personnel on site and coordinate the response of the Contractor's staff so as to ensure the prompt and efficient performance of repairs and services required under this Contract.
2. Record all requests and matters to be executed for maintenance on the Facility's computerized maintenance control system and produce such management reports as the Superintendent may require for the proper monitoring and auditing of the Contractor's activities at the Facility.

3. Monitor and verify all arrivals and departures of all PATH service contractor personnel for which the Contractor is responsible under this Contract when such personnel are visiting the site for the purpose of inspecting, maintaining or repairing the systems, equipment and components of the Facility.
4. Coordinate and report to the Superintendent the monitoring of the performance of said service contractor personnel and procure, record and file such evidence of the inspection, maintenance and repair of such systems, equipment and components of the Facility serviced.
5. Administer the warranty provisions applicable to each system, subsystem, item of equipment and component of the Facility for which the Contractor is responsible under this Contract if the warranty is applicable.

e) Watch Engineer

The Watch Engineers shall provide twenty-four (24) hour/seven (7) days a week coverage, shall be responsible for the operation of the JSTC heating plant equipment and systems and shall have as a minimum a “Blue Seal” license, as required by New Jersey state regulations. At least one of the required Watch Engineers shall hold and maintain, as a minimum, a Red Seal – 2nd Class Engineer’s License and shall assume the responsibilities of the Chief Watch Engineer for the Facility Heating/AC plant. In addition, the Chief Watch Engineer possessing the Red Seal Engineer’s License shall have a minimum of ten (10) years experience in the operation and maintenance of building systems comparable to those at the Facility. The duties of the Watch Engineers shall include:

1. Manual inspections of boiler room and performance of routine mechanical and electrical maintenance.
2. Performance of the services delineated in the Specifications.
3. The Chief Watch Engineer or, in his absence, the alternate Watch Engineer shall have primary supervisory responsibility for the operation of the Facility’s heating plant and other mechanical systems at the site and shall promptly notify the Maintenance Administrator of all unusual conditions.
4. During hours other than regular hours, the Watch Engineer on site shall be responsible for the timely response to all Facility emergencies involving the systems, equipment and components of the JSTC, including emergencies involving systems, equipment, components and structures at the site for which maintenance and operating responsibility has been assigned to PATH employees.
5. Record all unusual occurrences for later review by the Maintenance Administrator and PATH Superintendent.

6. Perform other related duties, as directed by the Superintendent through the Maintenance Administrator.

f. Maintenance Mechanic Helper

The Maintenance Mechanic Helper shall have a minimum of three (3) years of experience in the maintenance of building systems comparable to those installed at the Facility. The duties of the Maintenance Mechanic Helper shall include but not be limited to the inspection, servicing and repair of all components of the facilities, including HVAC, plumbing, mechanical, electrical and fire protection systems. The Maintenance Mechanic Helper shall routinely assist the Maintenance Mechanic in performing such tasks but may work independently while performing sub journeyman level work.

Personnel Descriptions – Harrison Car Maintenance Facility

The following general descriptions of each worker classification at the Harrison Car Maintenance Facility are intended to outline the duties of each such classification. They are not intended to fully describe all duties to be performed by workers of each classification.

Note: The Maintenance Administrator and Chief Watch Engineer shall be responsible for the Supervision of all Extra Work ordered under the Contract. The Maintenance Administrator shall be an employee with a guaranteed compensation differential of at least three percent (3%) above the Chief Watch Engineer. However, the compensation for the Maintenance Administrator for such supervision of Extra Work shall be based on the hourly rates established under the Extra Work clause of the Contract for the Chief Watch Engineer.

a) Maintenance Mechanic

The required Maintenance Mechanics shall be licensed Boiler Operators. The Maintenance Mechanics shall have a minimum five (5) years of experience in the maintenance of building systems comparable to those installed at the Facility. They must have a minimum of two (2) years of experience in the maintenance of industrial shop equipment. The duties of the Maintenance Mechanics shall include, but are not limited to, the operation of the Facility propane fueled forklift in accordance with the requirements of OSHA Code 29 CFR 1910.178, the inspection, servicing and repair of all components of the Facility's HVAC, plumbing, mechanical, electrical and fire protection systems and all industrial shop equipment. They shall service and repair architectural finishes, such as painted or covered wall surfaces, windows, doors lights, roof hatches, smoke vents, vertical lift doors, masonry surfaces, including walls, ceilings and walkways, expansion joints, flashings, blinds, shades and sheet metal work. The presence of the Maintenance Mechanic on HCMF premises is required between the hours of 6:30 AM and 3:00 PM, Monday through Friday, exclusive of Holidays, and such other times as may be required by the Superintendent.

b) Machine Mechanic

The required Machine Mechanic shall have a minimum of five (5) years skilled experience in the repair, maintenance and operation of industrial machinery and equipment comparable to that located at the Harrison Car Maintenance Facility. This position requires at least one (1) year of work-related experience in the programming, operation and maintenance of computer numeric control (CNC) systems such as those at the Harrison Shop. Examples of present equipment using these controls are the Wheel Lathe, Vertical Turret Lathe and Maho Milling Machine. The presence of the Machine Mechanic on HCMF premises is required between the hours of 6:30 AM and 3:00 PM, Monday through Friday, exclusive of Holidays, and such other times as may be required by the Superintendent.

The duties of the Machine Mechanic shall include but are not limited to the following:

- 1) Set up and operate shop machinery and equipment, such as bench and wheel lathes, wheel boring machine, milling machine, cranes and hoists.
- 2) Ability to use shop machines, precision hand and pneumatic tools to install, remove, assemble, disassemble, test and repair industrial shop equipment and machinery.
- 3) Extensive knowledge and understanding of standard practices, methods, equipment, terms and materials used by machinists in the trade.
- 4) Lifting of heavy machinery and equipment may be required to perform duties.
- 5) Work from high elevations (approximately 45' – 60') to inspect, maintain and or repair shop cranes and equipment.
- 6) Must be able to read and interpret blue prints and/or sketches and prepare layouts for same.

c) Maintenance Electrician

The required Maintenance Electricians shall have a minimum of seven (7) years of experience as an inspector, contractor and/or maintainer of electrical systems comparable to those at the Facility, and completion of certification for a Journeyman-level electrician. The Maintenance Electricians shall have the ability to read and comprehend blueprints and drawings, handbooks, specifications, equipment manuals, parts lists and other written material associated with the maintenance and repair of electrical equipment and systems. The Maintenance Electricians shall also have a working knowledge of Variable Frequency Drives and Programmable Logic Controllers (PLC). The duties of the Maintenance Electrician shall include, but are not limited to, the inspection, servicing and repair of all components of the facility's

electrical, fire protection, HVAC building systems and industrial shop equipment as outlined in the Specifications. The presence of the Maintenance Electrician on HCMF premises is required between the hours of 6:30 AM and 3:00 PM, Monday through Friday, exclusive of Holidays, and such other times as may be required by the Superintendent.

d) Clerk

The Contractor shall provide the services of a Clerk, who shall possess, as a minimum, two (2) years experience in data input for maintenance activities similar to those required at the HCMF. The Clerk shall perform duties as specified by the Maintenance Administrator to ensure adherence to all contractual obligations as they relate to the day-to-day activities of the Contractor. Such duties may be revised at the discretion of the Superintendent. The Clerk shall perform these services Monday to Friday between the hours of 6:30AM and 3:00PM, exclusive of holidays.

e) Maintenance Administrator

The Contractor shall provide the services of a Maintenance Administrator, subject to the approval of the Superintendent, who shall possess, at a minimum, a valid P.E. License, or Stationary Engineer's license, seven (7) years of experience in the management of facility and building maintenance activities for systems and equipment and components substantially comparable to the systems, equipment and components at the Facility. In addition, the required Maintenance Administrator shall have a minimum of two (2) years of experience in the use of automated maintenance control systems and equipment. The Maintenance Administrator shall be in charge of and have the overall responsibility, on a twenty-four (24) hour, seven (7) day per week basis, for all mechanical and other operations and activities which encompass all functions as required by the Scopes of Work and Specifications therein, including emergency operations, procedures and supervision of Extra Work. The maintenance Administrator shall devote his time exclusively to these responsibilities in connection with the work to be performed under this Contract. The presence of the Maintenance Administrator on HCMF premises is required between the hours of 6:30 AM and 3:00 PM, Monday through Friday and at such other times as may be required by the Superintendent. In the absence of the Maintenance Administrator due to sickness, vacation, personal leave or any other reason, the Contractor shall provide a qualified replacement or be subject to assessment of liquidated damages as referenced in the clause of the Contract entitled "Liquidated Damages". Duties of the Maintenance Administrator shall include, but are not limited to, the following:

1. Receive all requests from the Superintendent for maintenance of the systems, equipment and components included in this Contract; supervise the Contractor's personnel on site and coordinate the response of the Contractor's staff so as to ensure the prompt and efficient performance of repairs and services required under this Contract.

2. Record all requests and matters to be executed for maintenance on the Facility's computerized maintenance control system and produce such management reports as the Superintendent may require for the proper monitoring and auditing of the Contractor's activities at the Facility.
3. Monitor and verify all arrivals and departures of all PATH service contractor personnel for which the Contractor is responsible under this Contract when such personnel are visiting the site for the purpose of inspecting, maintaining or repairing the systems, equipment and components of the Facility.
4. Coordinate and report to the Superintendent the monitoring of the performance and procedure of said service contractor personnel; record and file evidence of the inspection, maintenance and repair of such systems, equipment and components of the Facility serviced.
5. Administer the warranty provisions applicable to each system, subsystem, item of equipment and component of the Facility for which the Contractor is responsible under this Contract if the warranty is applicable.

The Maintenance Administrator shall be a salaried employee responsible for supervising all Extra Work ordered under the Contract.

f) Watch Engineer

The Watch Engineers shall provide twenty-four hour/seven (7) days a week coverage and be responsible for the operation of the HCMF heating plant equipment and systems and shall have as a minimum a "Blue Seal" license, as required by New Jersey state regulations. At least one of the required Watch Engineers shall hold and maintain, at a minimum, a Red Seal – 2nd Class Engineer's License and shall assume the responsibilities of the Chief Watch Engineer for the Facility Heating/AC plant. In addition, the Chief Watch Engineer possessing the Red Seal Engineer's License shall have a minimum of ten (10) years of experience in the operation and maintenance of building systems comparable to those at the facility. The duties of the Watch Engineers shall include the following:

1. Manual inspections of boiler room and performance of routine mechanical and electrical maintenance.
2. Performance of the services delineated in the Section "Watch Engineer Services" and the Section "Operation and Maintenance Services: Heating, Ventilation and Air Conditioning Systems".
3. The Chief Watch Engineer or, in his/her absence, the alternate Watch Engineer, shall have primary supervisory responsibility for the operation of the Facility's heating plant and other mechanical systems at the site and shall promptly notify the Maintenance Administrator of all unusual conditions.

4. During hours other than regular hours, the Watch Engineer on site shall be responsible for the timely response to all Facility emergencies involving the systems, equipment and components of the HCMF including emergencies involving systems, equipment, components and structures at the site for which maintenance and operating responsibility have been assigned to PATH employees.

5. Record all unusual occurrences for later review by the Chief Engineer, Maintenance Administrator and appropriate PATH management personnel.

Perform other related duties, as directed by the Superintendent through the Maintenance Administrator.

17. Contractor's Vehicles – Parking – Licenses

The Contractor shall furnish and maintain pick-up trucks, one at each facility, for exclusive use for the Contractor's employees. The vehicles shall be kept at the facilities, 24 hours per day, 7 days per week. Requirements for these vehicles are as follows:

1. Basic Requirements for Vehicles at Both Facilities

The pick-up trucks to be used at each facility shall have a ½ ton rating, a cab and full open bed for materials transportation. The vehicles shall be equipped with back-up alarms, and rotating amber beacon to facilitate personnel back-up protection in active roadway areas. The vehicles shall not be more than two model years old, as of the date of PATH's acceptance of the Contractor's bid. The color, style, and identification of such vehicles shall be subject to the prior and continuing approval of PATH. All costs related to the vehicles, including, but not limited to, fuel, oil, maintenance, and any liability insurance shall be borne by the Contractor.

2. Specific Requirements for Vehicles at Both Facilities

In addition to the basic vehicle specifications contained in #1 above, the vehicles shall be equipped with a Signal Directional Display Panel Traffic Advisor equal or better to that of the Model TA870A manufactured by the Lear Siegler, Inc. Signal Division located in Los Angeles, California or South Holland, Illinois. The vehicle shall also be equipped with a power lift gate (with see-through, expanded metal on lift gate to allow full vision through lift gate when in an upright position) and a pintle hook, with a tow capacity of 9,500 lbs average.

Parking for such vehicle will be available at the Facility.

The Contractor will be required to provide an electric powered forklift with a lifting capacity of no less than 6,500 lbs with a maximum width of 47", and associated battery charger. The forklift shall not be older than two (2) years old and must meet or exceed all OSHA specifications. All costs related to the vehicle, including, but not limited to, fuel, oil, maintenance, and any liability insurance shall be borne by the Contractor.

The Contractor will be required to provide a skid steer loader equal to or better than that of a John Deere model 318D to remain at the facility from November 1 through March 31 for the duration of the Contract. All costs related to the vehicle, including, but not limited to, fuel, oil, maintenance, and any liability insurance shall be borne by the Contractor.

At HCMF, on-site parking accommodations will be provided for Contractors as approved by PATH. At JSTC one (1) parking spot will be reserved for the Contractor's vehicle.

18. Maintenance Procedures (MPs)

A separate volume entitled "Maintenance Procedures" (called MPs) supplements the requirements for routine maintenance stipulated by the Scopes of Work (See Part V, Appendix A and Appendix B) in their present form. These MPs describe in detail and provide a checklist of the services to be performed as required herein. The MPs are provided as a supplement to the routine work orders as they are assigned. The Superintendent may from time to time, and at any time, revise the maintenance procedures, supplement or add additional procedures, which, in the opinion of the Superintendent, constitute an improvement to the preventative maintenance program. The Contractor shall assist the Superintendent upon request with the revision or creation of such maintenance procedures.

19. Condition Reports

The Contractor shall prepare and submit reports as directed by the Superintendent stating the condition of all equipment, along with any recommendations for corrective actions to said equipment which would improve reliability, decrease maintenance and operating cost, or improve energy conservation. At all times and at any time, the Contractor shall make available to the Superintendent any and all information required or recommendations for repair of the all systems, subsystems and individual components or equipment under this Contract.

20. Manuals, Reference Material and Maintenance Instructions

The Contractor shall maintain on site at each Facility all reference materials, information on equipment warranties and guarantees acquired during the course of maintenance operations, and information furnished to the Contractor by PATH or others, which is pertinent or useful to future maintenance. Such information shall include, but is not limited to, operations and maintenance manuals, catalog cuts, manufacturer's maintenance instructions, shop drawings, sketches and the sources for replacement parts and for qualified service and technical assistance. All such information shall be used by the Contractor as part of its operation and shall be considered the property of PATH, whether or not obtained directly by the Contractor. The Contractor shall maintain all such information in an orderly fashion by system or subsystem and maintenance activity. The Contractor shall furnish to PATH, on a periodic basis not to exceed one year, a copy of all updates to the reference information and, at PATH's request, a complete copy of all such information by

category. Requests for information to the Contractor as herein mentioned may be made by the Superintendent either verbally or via non-routine work order.

21. Scheduling of Work

The Work Order Tracking System (WOTS) and Maintenance Procedure(s) (MPs) for the JSTC and HCMF are components of a system of task assignment, reporting, and control, the purpose of which is to instruct and direct the Contractor to perform the work and codify and report to PATH management the general and specific conditions encountered, the actions taken, and recommendations for subsequent activities.

This section describes the WOTS, which is used to direct, audit and control the operation and maintenance activities at the JSTC and HCMF. The principal components of the WOTS include Routine and Non-Routine work orders, Equipment Record Cards and Maintenance Procedures (MPs) as outlined or referenced for mechanical and electrical systems and equipment. MPs are used as a guide in the Contractor's normal preventative maintenance operations at the JSTC and HCMF.

The WOTS is a Local Area Network based database and work order auto-generating computer program utilizing PARADOX software issued to Contract Maintenance Staff for verification of work performed on equipment previously identified herein.

PATH is currently developing an improved method for processing work orders (VAMMS). This system is scheduled to replace the current WOTS system in the near future.

1) Schedule of Maintenance

The Contractor shall follow the schedule of maintenance stipulated by the Superintendent.

2) Work Order Tracking System

The WOTS performs the following:

- a. Instructs and directs the Contractor to perform defined tasks at the frequencies and times required by the Superintendent. The Contractor's Maintenance Administrator is required to input the names of the craft persons who will perform the various tasks.
- b. The auto-generated routine work order requires the Contractor to report to the Superintendent all details of the task, the general and specific conditions encountered, the actions taken and any recommendations for subsequent activities.

The Superintendent, may from time to time, at his/her sole discretion, delete, revise, modify work orders or redirect the Contractor to perform other tasks in place of or in addition to those scheduled. The Contractor shall shift personnel to follow the directions of the Superintendent.

ROUTINE WORK ORDERS

Routine Work to be performed by the Contractor shall follow the procedure outlined below:

1. The Contractor shall have daily routine work orders auto-generated prior to the close of business on the preceding regularly scheduled work day.
 2. The Superintendent will review the routine work schedule and will approve the schedule or make any necessary changes.
 3. The Superintendent will, as necessary, coordinate with other PATH or Port Authority Units to assist in the inspection of work.
 4. The Contractor shall perform the work as specified in the work order and as directed by the Superintendent.
 5. The Superintendent will inspect a representative portion of the work performed by the Contractor.
 6. The Contractor will ensure that all materials and/or equipment used or rented and not supplied by PATH receive prior approval of the Superintendent.
- b. Inspections conducted by PATH will include, but not be limited to, a review of the following criteria:
1. Quality of the Work

To ensure that the work is being performed according to specified procedures including, but not limited to, applicable building and local codes and equipment specifications, and in a competent and professional manner. If any work in progress is deemed unsatisfactory or unsafe, such work will be stopped by the Superintendent until the Contractor employs correct and safe procedures.
 2. Safe Practices and Procedures

To ensure that work is being performed according to recognized safety procedures. Proper safety precautions must be exercised by all Contractor employees at all times. The Contractor must adhere to any regulations and guidelines concerning Facility safety procedures and the use of personal protective equipment.
 3. Minimal Disruption to Operations

To ensure that work areas and work methods are performed with a minimum of operational disruptions and without jeopardizing the safety of employees or the correct completion of the work order.

Note: No work other than emergencies shall be performed or material or equipment moved in critical PATH operations areas except as directed by the Superintendent.

4. Certification of Routine work orders

If completed work is judged by PATH to be unsatisfactory or incomplete, the Superintendent will notify the Contractor of additional or incomplete work required before the work order will be accepted as complete.

Following completion of the work, the Contractor shall list on the work order form the names of employees performing the work, the hours worked by each, the date the work was completed, and any materials and/or small tools used or rented. The Contractor's Maintenance Administrator shall verify completion of the work by signing the appropriate line on the work order. Verification shall indicate that work was performed according to pre-determined standards whether or not the Maintenance Administrator physically inspected the work.

Following inspection, the Superintendent will sign the work order certifying completion of the work. Certification will be withheld unless the work was performed in accordance with the previously established criteria. All work orders associated with inspected work must be certified as complete and satisfactory by the Superintendent.

5. Filing and Processing

Following verification of completion by the Contractor and approval by the Superintendent, the work order is to be filed by the Contractor's Maintenance Clerk using the record filing system determined by PATH for reference when the Lump Sum invoice is presented for payment.

NON-ROUTINE WORK ORDERS

- a. Non-Routine work to be performed by the Contractor shall follow the procedure outlined below:
 1. The Superintendent will direct the Maintenance Administrator to prepare a Non-Routine work order specifying work to be performed and work schedule.
 2. Non-Routine work orders will be classified by level of priority with Level 1 being the highest or most critical priority. The levels are:
 - a. Level 1 – Emergency work will include such items as structural repairs, fire system problems, sanitary sewer clogs, safety items or mechanical

system/component failures. Contractor's performance of this work shall commence within two (2) hours of receipt of notice unless an exception is made by the Superintendent.

- b. Level 2 – Rush work will include such items as domestic water lines, boilers and HVAC systems. Contractor's performance of this work shall commence within five (5) hours of receipt of notice unless an exception is made by the Superintendent.
 - c. Level 3 – Non-Routine work will include such items as aesthetic improvements, office alterations, painting and other services not falling into the above categories. Contractor's performance of this work shall commence within twelve (12) hours of receipt of notice unless an exception is made by the Superintendent.
3. The Superintendent will establish the priority and forward the work order to the Contractor.
 4. The Contractor shall submit a daily work schedule for level 3 Non-Routine work prior to the close of business on the preceding workday.
 5. The Superintendent will review the work schedule and approve or make changes as required.
 6. The Superintendent will coordinate any necessary reviews by other PATH or Port Authority Units, e.g., Risk Management, PATH's Car Equipment and Way & Structures Divisions, Capital Programs, Engineering, etc. All non-routine work must be approved by the Superintendent before starting.
 7. The Contractor shall perform the work as specified in the WOTS.
 8. The Superintendent will inspect the work performed by the Contractor as specified on the work order depending on the level of priority of the work.
 9. The Contractor shall ensure that all materials and/or equipment rented or used and not supplied by PATH receive prior approval of the Superintendent before being used.
- b. Inspections conducted will include but not be limited to a review of the following criteria:
 1. Quality of Work

To ensure that the work is being performed according to all applicable procedures, including applicable building and local codes, equipment specifications, and in a competent and professional manner. If any work in

progress is deemed unsatisfactory or unsafe, such work will be stopped by the Superintendent until the Contractor employs correct and safe procedures.

2. Safe Practices and Procedures

To ensure that work is being performed according to recognized safety procedures. Proper safety precautions must be exercised by all Contractor employees at all times. The Contractor must adhere to any regulations and guidelines concerning Facility safety procedures and the use of personal protective equipment.

3. Minimal Disruption to Operations

To ensure that work areas and work methods shall be performed with a minimum of operational disruptions and without jeopardizing the safety of employees, patrons or tenants.

Note: No work other than emergencies shall be performed or material or equipment moved in critical PATH operations areas except as directed by the Superintendent.

4. Filing and Processing

Following verification of completion by the Contractor and approval by the Superintendent, the work order is to be filed by the Contractor's Maintenance Clerk using the record filing system determined by PATH for reference when the Lump Sum invoice is presented for payment.

5. Contractor's Initiative

The Contractor shall use initiative to prepare its own work orders if a condition that requires immediate response is observed, especially in the area of safety, or to prevent severe damage to the building or equipment, or for the procurement of needed materials. The Contractor's work order shall follow the same format as outlined above for non-routine work orders and the same inspection procedures will apply. The Contractor shall notify the Superintendent as soon as possible after the issuance of the work order and shall immediately schedule the work to be performed. For all approved work identified by the Contractor, a standard PATH Non-Routine work order will be issued cross-referencing the Contractor's work order.

The procedures specified herein shall in no way alter the Contractor's duties, obligations or responsibilities as specified in the Contract.

22. Electronic Sign In-Out System

PATH employs an electronic hand reading device for the purpose of ascertaining the exact time PATH employees and certain Contractors enter and exit the Facility at the

beginning and end of a tour of duty. This system serves the dual purpose of acting as a time keeping device and as a security measure. All workers will be given a system generated number and at a required time and place determined by PATH will be required to register an initial hand imprint into the system and thereafter follow the procedure at the beginning and end of each tour of duty.

23. Identification

PATH will provide for a system of photographic identification and control of the Contractor's employees and those of its subcontractors. Each employee of the Contractor and its subcontractors shall prominently display an identification badge, which at a minimum shall contain the following information: the employee's name, recent photograph and signature of the employee. Updated photographic identifications must be issued with each and every extension of the Contract. Lost or stolen badges shall immediately be reported to the Superintendent. In addition, the Contractor shall ensure that employees who no longer work at the JSTC or HCMF return their badges to the Superintendent upon termination of employment with the Contractor.

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1. Scope of Work #1 – Twenty-Four Hour Building System Services

The Contractor shall be responsible for the maintenance and operation of all heating and air conditioning equipment, including the Facility Heating Plant, located in the Main Repair Shop, as well as the maintenance and operation of the air conditioning and heating equipment located in Tomlinson Control Tower, except as may be provided for herein by other service contracts PATH has (or will) enter into.

The Contractor shall perform the following functions, procedures, tests, inspections and duties and operations at least once during each Watch Engineer shift as designated in the Roster of Routines, except as noted:

- A. Inspect all operations in mechanical machine and electrical rooms, including the Main Repair Shop Boiler Room, hazardous storage room, the fire pump room, the Substation equipment rooms, Tomlinson Tower mechanical and electrical rooms, the sanitary lift station and other areas as may be directed by the Superintendent or his designee.
- B. Visually inspect rail yards and facility roadways, adjacent waterways and other outlying areas of the site.
- C. Record operating parameters and conditions for the following equipment items at a minimum: boilers, compressed air system, domestic hot water system, heating hot water system, fire protection systems and plumbing systems.
- D. Spot relamp all machine rooms as necessary.
- E. Check all circulating pumps for heating and domestic hot water systems for proper operation and seal leaks.
- F. Inspect all water valves including domestic, heating and fire station valves, for leakage and adjust as necessary.
- G. Inspect and record operating parameters for the Facility compressed air system, perform operating maintenance as directed and request non-routine maintenance for unusual conditions.
- H. Perform general housekeeping of boiler room, fire pump room, machine platform, electrical rooms and other equipment and storage areas as may be directed by the Superintendent or his designee.
- I. Sample boiler water, analyze and record chemical properties, adjust chemical properties of boiler water as may be determined to be necessary by the service contractor which PATH retains to perform boiler water treatment.
- J. Inspect the operation of all air handlers, ventilation and exhaust fans, units and cabinet heaters, air curtains, unitary air conditioners; observe and record bearing noise, vibration,

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water or lubricant leaks or other unusual conditions and request necessary repair maintenance as necessary.

- K. Inspect the condition of all plumbing fixtures and the devices and record any deficiencies, including leaks, drainage obstructions or other unusual conditions and request corrective maintenance measures.
- L. Inspect the condition of the waste oil storage tank for unusual conditions and leaks.
- M. Respond to Facility emergencies, including fire, flood, fire systems, activation, alarms and water flow, halon systems activation, high or low temperature alarms, elevator malfunctions and alarms or other potentially hazardous occurrences.
- N. Observe pressure and temperatures of all operating systems and equipment.
- O. Check all boiler auxiliary equipment and associated piping for leaks, vibration, operating levels, pressure and temperatures and the proper operation of safety devices. Blow down air receivers and air coolers.
- P. Observe Facility compressed air systems oil, pressures and oil levels and system piping for leaks and other defects.
- Q. Operate the Facility lighting systems to ensure that they both provide required illumination and conserve electricity during non-business hours.

2. Scope of Work #2 – Heating, Ventilating, Air Conditioning Systems

The Contractor shall furnish and supply all labor, supervision, administration, materials, tools, supplies and equipment, necessary, proper or desirable for the efficient operation and maintenance of the heating, ventilating and air conditioning systems, except as may be provided for herein by other service contracts which PATH has entered into (or expects to enter into).

- A. The mechanical systems at the Facility consist of the following principal equipment items:
 - 1. The central heating plant for the Main Repair Shop consists of two (2) 300 H.P. hot water boilers, manufactured by Cleaver Brooks (CB 700-300-125). The primary fuel is natural gas standard boiler accessories; the plant includes a 4000 gallon expansion tank, water treatment equipment and makeup water subsystem. Distribution of heated water is effected by three (3) 30 H.P. centrifugal circulating pumps located in the Boiler Room.
 - 2. The Main Repair Shop heating plant is equipped with an instrument and control panel for addressing and monitoring boiler functions as well as regulating proper boiler settings. Among the specific functions accomplished is control of firing rate, fuel-air ratio control, smoke opacity monitoring and sequential draft control. The boilers and control panel are microprocessor controlled and are equipped with battery backup. The

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boiler specification guarantees an 82.5% efficiency for gas operation by the manufacturer.

3. Heating of the Main Inspection, Repair and Shop areas of the Main Repair Shop is accomplished using a combination of heating-ventilating fan coil units and high capacity unit heaters. Eighteen (18) unit heaters are installed from the roof structure within the Car Inspection and Heavy Repair portions of the shop. These units are equipped with motorized air distribution nozzles and smoke detectors. Heating of Upper Mezzanine Office areas of the shop is performed with fin tube convectors. Conventionally sized unit heaters are installed in other areas of the Facility; these also provide perimeter protection of the north wall of the blowdown Facility. These units are equipped with motorized air distribution
4. The Blowdown facility, while designed as one functional system, includes eight (8) independent heating-ventilating units for supplying tempered air associated with car cleaning activities. Four (4) of these units recirculate dust-laden air through the Blowdown Facility's dust collection equipment. The remaining four (4) units supply tempered make-up air. High capacity heating-ventilating fan coil units are installed in the boiler room for combustion air and for ventilation of the fire pump room and flammable storage area of the shop. The various specialty repair shops are heated by four heating-ventilating units located on the main mechanical equipment platform of the Main Repair Shop.
5. The Wheel Truing Facility is equipped with four (4) gas fired air curtains above the rolling doors on the east and west end of the building. In addition there are four (4) gas fired unit heaters and two (2) roof mounted exhaust fans.
6. Air curtains are installed above each of the overhead doors for the Main Repair Shop's rail car entrances and truck docks. In addition, certain areas are equipped with electric unit heaters, particularly electrical equipment rooms, the Control Tower and the facility Substation. Cabinet heaters are installed in a limited number of hallway and stairway locations for the Main Repair Shop.
7. The principal ventilation equipment for the Main Repair Shop consists of high capacity exhaust fans for the shop's inspection and repair areas. These units, similar in type and location to the majority of the facility's ventilating equipment, are roof installed and belt driven. High capacity roof mounted exhaust fans are provided for the Main Repair Shop's boiler room as well. The remainder of the ventilation equipment used within the Main Repair Shop and Guard House is principally fractional and sub-fractional horsepower roof mounted, belt and direct drive fans. Wall mounted exhaust fans are utilized in the Substation as the primary ventilation system for the electrical power equipment rooms. The Signal buildings are equipped with unitary air conditioners and electric heaters.
8. The final space temperature regulation on the larger air handling units within the Main Repair Shop is performed using pneumatic control devices with variable air volume

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dampers located upstream of final discharge points. Control of these units is affected with electronic loop controllers manufactured and installed by Landis Staefa – Powers. Local sensing is accomplished with room thermostats.

- B. The Contractor shall perform the following functions and such other related procedures, tests, inspection and duties as may be required for the proper operation of the heating, ventilating and air conditioning systems as described in item (A) above:
1. Operate and maintain the low pressure hot water heating plant and all ancillary equipment, including two four pass, up draft, packaged boilers of 300 boiler horsepower capacity each. The Facility heating plant uses chemical treatment systems and boiler make-up water. The Preferred/Rimcor Instruments Boiler Monitoring and Control Panel's maintenance and repairs will be covered under a separate maintenance service agreement. Under design conditions, both hot water boilers are expected to operate simultaneously to meet the heating requirements of the Main Repair Shop. Each boiler has been manufactured to burn natural gas and will modulate to satisfy varying heating demand.
 2. Operate and maintain all heating and ventilating systems, sub-systems, components, associated pumps and all ancillary equipment, including but not limited to: heating and ventilating fan units, cabinet and unit heaters, expansion joints, piping supports, temperature, pressure and flow indicating devices. Also operate and maintain all air vent, gate, globe, check and solenoid valves, all rigid and flexible ductwork, intake and exhaust air grilles and louvers and bird screens, motorized, manual fire and gravity dampers, all axial, centrifugal and propeller fans and inertia and vibration isolation equipment and structural support connections for all HVAC systems and equipment.
 3. Provide all services required to maintain and repair as required the five (5) primary packaged direct expansion air-conditioning units, manufactured by York Air Conditioning and supplying the Upper Mezzanine of the Main Repair Shop and the Control Tower that are not covered under the present service maintenance agreement. Perform all services necessary and proper for the proper functioning of these units. Each unit includes a cooling coil, heating coil, vibration eliminators, condensation collection pan, a fan Section and controls. The units are supplied with access panels.
 4. Operate and maintain the unitary type air conditioners supplying the individual repair shop areas, the Facility Substation and the Guard House. Each unit includes a condensate drain pan, a fan section, a cooling coil and unitary controls.
 5. Operate and maintain all air-handling units. The basic characteristics of the air-handling units are similar to the low velocity air conditioning units as described above. The air filters for the air handling equipment consist of throwaway paper frame media. The filters consist of two-inch (2") renewable media section of the horizontal type, utilizing glass fiber material of progressive density and progressive fiber diameter and having a minimum depth of 2" when operating in the air stream.

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6. Adhere to operating requirements specified under “Scope of Work #1” and such additional operating requirements as may be directed by PATH during the term of this Contract to meet current New Jersey State requirements or as may be desired by the Superintendent or his designee to ensure the continued availability of the heating plant, extend its useful life or comply with the recommendations of the Manufacturer.
 7. Check and record as directed by the Superintendent or his designee all refrigeration and packaged air conditioning machinery meter and gauge readings and make necessary adjustments.
 8. Be available to respond to HVAC complaints from PATH’s Maintenance Supervisor for the site.
 9. Spot relamp mechanical and electrical rooms and platforms as necessary.
 10. Check all pumps for proper operation; adjust packing glands, if required.
 11. Note and correct any unusual items or conditions; notify the Superintendent or his designee, as required.
 12. In the absence of a full service contract for the complete service of the Facility heating plant, establish and implement a comprehensive water treatment program for the mechanical systems and furnish the labor, materials, supplies and equipment, supervision and administration necessary and proper for the satisfactory performance of said program to include, but not be limited to, the functions specified below.
 - (a) The Contractor shall take water samples on a periodic basis, at least weekly, for the inlet water to the boilers and for the closed water systems. At least three (3) days must elapse between any such tests. Further, the Contractor shall furnish the Superintendent or his designee on a periodic basis, but not less than once each month, a written report of his findings and recommendations, highlighting any unusual determinations.
- C. The Contractor shall monitor and administer the full or partial service contract (s) by PATH for the maintenance of the heating plant, HVAC and water systems equipment, including the boilers, make-up water and treatment sub-systems and, upon their expiration or termination, any subsequent successor agreement (s) entered into during the term of this Contract.
1. The services to be provided by the Contractor for the maintenance of the HVAC systems are expected to include the following:
 - a. The performance of scheduled inspections.
 - b. The performance of routine and non-routine maintenance.
 - c. The furnishing of emergency service between scheduled inspections.
 - d. The furnishing of all labor, replacement parts and supplies to perform the above.

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3. Scope of Work #3 – Air Conditioning Equipment and Systems

The Contractor shall furnish and supply all labor, supervision, administration, materials, supplies, tools and equipment necessary, proper or desirable for the efficient operation of the packaged air conditioning equipment except as may be provided herein by other service contracts PATH has entered into (or expects to enter into).

- A. The packaged air conditioning systems at the facility consist of the following principal equipment items:
1. Five (5) primary rooftop packaged air conditioning units (ACU-1 to ACU-5), manufactured by York Air Conditioning, supply the largest of the conditioned spaces within the Main Repair Shop. The nominal capacities of these units range from 20 to 40 tons. In addition, a 20-ton unit of similar design supplies the Control Tower. Each of the larger units serving the Main Repair Shop is equipped with a return air fan and a hot water heating coil. Four (4) air conditioning units, of limited capacity, serve smaller office areas within the repair shops and the Guard House. A heat pump is installed in the substation for space temperature control of the electronic equipment area.
- B. The Contractor shall perform the following functions and such other related procedures, tests, inspections and duties as may be required for the proper operation of the packaged air conditioning equipment and systems:
1. Operate and perform minor repairs of each of the six (6) packaged air conditioning systems, including but not limited to the direct expansion air handlers, the roof-mounted condensing units, together with all associated controls, dampers two electric chillers, cooling towers, chilled water pumps, condenser water pumps, and all ancillary pumps, equipment and piping. The refrigeration system includes the five (5) primary air conditioning units serving the Main Repair Shop and the one (1) primary air conditioning unit serving Tomlinson Control Tower.
 2. Monitor each packaged air conditioning unit which is supplied with a control panel that includes a control voltage transformer, motor starters, ambient compensated three-phase overload protection, fused disconnect, a control panel and safety controls.
 3. Check the automatic controls that are provided on each unit to operate the different stages of refrigeration, including reheating and emergency shutdown due to operation of the unit's freeze protection equipment, smoke detection devices, low and high temperature safety devices.
 4. Perform the specific tasks and Roster of Routines coordinated with and approved by the Superintendent or his designee based on the recommendations of the manufacturer, vendor, installer and service contractor of the Packaged Air Conditioning systems. Any change in the usual operating conditions shall be communicated immediately by the Contractor's personnel to the Superintendent and any service contractor responsible for full or partial service of the Packaged Air Conditioning system.

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5. Provide for the Chief Engineer or, in his absence, the shift Watch Engineer to meet with the representative of the service contractor following each service visit to the site to discuss the service agent's or service contractor's recommendations regarding operation of the equipment. All recommendations related to critical aspects of the equipment's operation shall be communicated in writing to the Maintenance Administrator.
 6. Ensure that operation of the Facility's Packaged Air Conditioning Equipment by the Contractor's personnel is in accordance with the service contractor's instructions and manuals.
 7. Maintain the equipment rooms and spaces free from extraneous material. In addition, the Contractor shall maintain all structural steel and vibration control equipment associated with the Packaged Air Conditioning System, including, but not limited to, the performance of all required painting.
 8. Move and return any stock, fixtures, walls or partitions to facilitate the service contractor's servicing of the equipment.
 9. Provide the service contractor personnel access to such areas and building systems as may be required to perform their services at the Facility and notify PATH if accessibility to additional areas at the site is required by the service contractor.
 10. Make no modifications or additions to the York equipment, except as may be directed by the Superintendent.
 11. Start/stop the York equipment on a periodic basis, either directly or via computer control, as per the Routine Work Order or as may be directed by the Superintendent or his designee or by the service contractor.
 12. Furnish, change or clean the air filters (except for those HVAC units that are part of the blowdown system).
 13. Maintain the piping, except for the refrigerant piping.
 14. Maintain the air distribution system, including the ductwork and fan casings.
 15. Take all precautions required to prevent damage due to freezing weather.
 16. Provide protection from corrosion, erosion, damage from water, brine, steam, etc.
 17. Maintain the electrical input to the equipment, including the disconnect switches and circuit breakers.
- C. The Contractor shall monitor and administer the full or partial service contract(s) executed by PATH with a York Air Conditioning service agency or other service contractor ("the

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service contractor”) and upon its expiration or termination, any subsequent or successor agreement entered into during the term of this Contract.

4. Scope of Work #4 – Building Maintenance System

The Contractor shall furnish and supply all labor, supervision, administration, materials, and equipment (except as may be provided otherwise herein by other service contracts executed by PATH) necessary, proper or desirable for the efficient operation and maintenance of the Landis Staefa Powers Building Management System, including the functions, procedures, tests, inspections and duties outlined Scope of Work #2.

- A. The Contractor shall perform the following functions, procedures, tests, inspections and duties as may be required for the proper operation of the automatic temperature control system:
1. Operate the automatic temperature control system, including the Landis Staefa – Power solid state digital control system, all HVAC pneumatic and electric controls, alarms on HVAC equipment, boilers, sump pumps, elevators, operating devices, dampers, control valves, pneumatic controls, compressed air supplies, air filters, dryers and all associated components, sub-systems and systems. Limited maintenance as provided via periodic Maintenance Routine Work Orders will also be required.
 2. Perform specific tasks and routines at frequencies coordinated with and approved by, the Superintendent and based on the recommendations of the manufacturer, vendor or installer of the Building Management System.
 3. Replacement or repair of defective airlines, control and electrical wiring, traps and filters and repair of any damage from corrosion are expected to be excluded from the Landis Staefa-Powers service contract.
 4. Provide the Building Management Systems service contractor’s personnel reasonable access to such areas as may be required to perform their services. If any such area is higher than ten (10) feet above the surrounding floor, the Contractor shall furnish all ladders, platforms, mechanized lifts and/or scaffolding as may be necessary.
 5. Remove any obstacles or obstructions to the Building Management System service contractor’s personnel in their performance of their maintenance functions.
 6. Provide “stand-by” labor as required to assist the performance of the Building Management System repair activities as may be directed by the Superintendent or his designee.
 7. Remove and reinstall, as required by the Superintendent, malfunctioning pneumatic control valves for repair or overhaul by the Building Management System service contractor.

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8. Replace all damaged interior and exterior finishes, including carpeting and ceiling finishes, damaged as a result of malfunctioning or leaking of manual or pneumatic control valves.
9. Perform the following procedures at the frequencies indicated in the manner specified in the Building Management System manufacturer's operation and maintenance instructions and manuals.

<u>Frequency</u>	<u>Procedure</u>
Monthly	Inspect and clean all equipment.
Monthly	Adjust, lubricate and calibrate all components.
Monthly	Test all components and all systems.
Monthly	Inspect, adjust and repack valves.
Monthly	Inspect, all alarms, indicators, recording and communication devices.
Monthly	Inspect, test and replace all lamps and indicating devices.
Monthly	Inspect, test, clean, and adjust the printer and display projector.
As required	Service valve and damper operators.
As required	Service electric equipment.

- B. The Contractor shall monitor and administer the full or partial service contract executed by PATH with Landis-Staefa – Powers or some other service contractor for the inspection, maintenance and repair of the Building Management Systems installed at the Facility and the building control system installed in Tomlinson Tower and any similar control systems installed on the site, and upon its expiration or termination, any subsequent or successor agreement entered into during the term of this contract.

5. Scope of Work #5 – Fire Protection Systems

The Contractor shall furnish and supply all labor, supervision, administration, equipment, and materials, except as may be provided otherwise herein under service contracts which PATH has entered into (or expects to enter into), necessary or proper for the operation, maintenance, and monitoring of the fire protection and sprinkler systems.

- A. The Facility includes several fire protection systems. Among these are thirteen (13) wet sprinkler systems, fire standpipe hose racks and cabinets, local fire signaling and smoke detection systems, an on-site hydrant system and various halon protection systems for

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protection of certain equipment and operating areas. The fire protection systems consist of the following principal items:

1. Two (2) 8" water mains feed the Harrison Rail Car Maintenance Facility. The Main Repair Shop's fire standpipe hoses and sprinkler systems are supplied by a common water main pressurized by two (2) 1500 GPM main fire pumps and a 5 H.P./15 GPM jockey pump. The discharge from the Main Repair Shop pumps are common to the 8" fire water main, which circles the interior perimeter of the Main Repair Shop. Sectionalizing valves are provided for isolating segments of the 8" main. A section of the fire main also bisects the Running Repair and Heavy Repair sections of the Main Repair Shop. A 2-1/2" deluge valve feeds six (6) fog/fine mist spray nozzles, which protect the hazardous waste storage room located next to the fire pump room. A smoke and flame detector activated fire panel located in the Fire Pump Room allows for control of the Flammable Storage Deluge System.
2. Fire department connections are available via ten (10) 3" X 3" X 6" Siamese connections, four (4) each along the north and south faces of the Main Repair Shop, one (1) each on the east and west walls of the Main Repair Shop. Each of the Main Repair Shop sprinkler systems is equipped with an alarm valve for water flow detection and they are zoned as follows:

<u>Valve</u>	<u>Valve Size</u>	<u>No. of Heads</u>	<u>Coverage</u>
AV #1	5"	152	Blowdown/Wheel Turning
AV #2	6"	386	Running Repair/West
AV #3	8"	160	Running Repair/East
DPV #4	2-1/2"	6	Hazardous Storage
AV #5	6"	236	Storeroom Shelves
AV #6	5"	131	Machine/Wheel & Shop
AV #7	8"	283	Storeroom/West
AV #8	6"	264	Motor/Truck Shop
AV #9	6"	187	Heavy Repair Area
AV #10	5"	126	Upper Mezz./West
AV #11	6"	328	Upper Mezz./East
WFS #4	4"	41	Boiler Room/Fire Pump Rm.

3. Water flow and tamper switch indication are routed to a fire alarm panel located in the Track Foreman's office situated in Room 119, which has been designated as the Inspection/Road Foreman & Clerk's Office. It is anticipated that PATH operating personnel will occupy this area but such staff will not monitor building alarms.
4. The Control Tower is equipped on each floor with a wet sprinkler system, which provides coverage for all areas other than the Tower's 4th level Control Room and the 3rd level Equipment Room C-303. A 6" water main feeds one (1) 40 H.P./500 GPM fire pump and one (1) 2 HP/7-1/2 GPM jockey pump. The Control Room is used by Transportation Division personnel to oversee the movement of rail cars on the site.

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Equipment Room C-303 houses certain electronic switching equipment used for the control of signaling devices on the site. Both of these systems are located within the Control Tower Fire Pump Room situated on the Ground level of Tomlinson Tower.

5. There are seven (7) fire hose cabinets and thirty (30) fire hose racks within the Main Repair Shop. One (1) fire hose cabinet is located on each floor of the Control Tower, for a total of four (4). Approximately one hundred (100) fire extinguishers are distributed throughout the Main Repair Shop. Another seven (7) are provided for the Control Tower.
- B. The Contractor shall perform the following functions, procedures, tests, inspections and duties as may be required for the proper operation of the mechanical fire protection systems:
1. Operate and maintain the complete fire standpipe and sprinkler systems for the Main Repair Shop, Tomlinson Control Tower, Wheel Truing Building, and Facility Substation, including but not limited to all piping, risers, valves, pipe heating cables, pumps and associated controllers, fire hoses and hose racks, Siamese connections and associated check valves, water meters and water service equipment, drains and condensation collection devices, and ancillary equipment.
 2. Operate and maintain the complete wet pipe sprinkler system for the Main Repair Shop, Tomlinson Control Tower, the Facility Substation and all ancillary equipment and service connections, including all piping, pipe hangers, pipe supports, sprinkler heads and valves, including alarm check valves and dry pipe valves, seals, signs, tags; and perform all tests required.
 3. Operate and maintain all heat tracing elements and related controls on piping systems located outside heated areas.
 4. Record all data relating to the maintenance of the machinery and equipment, and administer the maintenance program related thereto, including the preparation of appropriate equipment maintenance records.
 5. Prepare and submit reports as directed by the Superintendent or his designee, stating the condition of all equipment along with any recommendations for corrective actions relative thereto which would improve reliability, decrease maintenance and operation cost, or result in energy conservation.
 6. Maintain a sufficient quantity of specialized tools and replacement parts on site for the maintenance of the mechanical fire protection systems, including but not limited to spanners, wrenches, sprinkler heads of the proper temperatures and type, fire hoses, siamese connections and check valve components. Within thirty (30) days after commencement of the Contractor's operations at the site, the Contractor shall submit to the Superintendent or his designee a listing of all such equipment and supplies together with their locations.

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7. Replace, at the direction of the Superintendent or his designee, all sprinkler or fire standpipe piping which is deteriorated or damaged due to freezing.
- C. The Contractor shall monitor and administer the full or partial service contract(s) executed by PATH for the smoke detection, fire alarm signaling system and fire extinguishers as necessary to ensure proper operation of all fire protection systems; and, upon its expiration or termination, shall monitor and administer any subsequent or successor agreement entered into during the term of this Contract. Ensure that the service contractor for the smoke detection fire extinguisher, fire hose and fire alarm signaling systems performs a thorough inspection annually to include:
1. Checking and cleaning detectors to remove all foreign substances.
 2. Checking/monitoring/supervising elements of systems in accordance with manufacturer's recommendations.
 3. Testing of actuating controls by removal from containers and introduction of simulated fire conditions at one or more detectors while controls are in "discharged" position.
 4. Check all on site fire extinguishers for proper charge and annual inspection tag upon completion.
 5. Pressure test as required all standpipe fire hoses, replacing those that fail or are visually deteriorated or worn.
 6. Operating manual operating devices (pull boxes, manual electric switches, etc.) with actuating controls removed and in "discharged" position.
 7. Resetting and reinstalling all actuating controls.
- D. The inspection, recharging and replacement of all portable and semi-portable fire extinguishing equipment required for facility operations but exclusive of similar equipment utilized for other than facility operations by various PATH operating units. Recharging, replacement and hydrostatic testing of fire extinguishing equipment shall be at the Contractor's expense. Maintain a log on-site to indicate frequency of testing and charging of portable extinguishing units.
- E. The testing, inspection, racking and replacement of all fire hose shall be performed by the Contractor at no additional cost to PATH.

6. Scope of Work #6 – Plumbing Systems

The Contractor shall furnish and supply all labor, supervision, administration, equipment, and materials, except as may be provided otherwise herein under service contracts which PATH has entered into (or expects to enter into), necessary or proper for the operation and maintenance of the plumbing systems.

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A. The Facility is supplied with potable water via two (2) 12-inch mains, which feed a water main loop on the site. Each of the 12 inch incoming mains is equipped with a separate water meter pit, together with water metering and valving equipment. One of the pits is located near the main entrance to the Facility. The other pit is located toward the northwestern corner of the Facility. The plumbing systems consist of the following principal items:

1. The on-site 12-inch water main loop surrounds the Main Repair Shop. From the southwestern water meter pit, a 6-inch water main forms a secondary loop, which connects to the Main Repair Shop loop at its southeastern limit. From the 12-inch loop, two 8-inch fire lines supply the Main Repair Shop. A 6-inch domestic water main also supplies the Main Repair Shop from the 12-inch loop. Both fire and domestic water service enter in the vicinity of the Boiler Room. A 2-inch main taken from a 6-inch branch line fed by the 12-inch loop serves the Substation. At various locations along the 12-inch main loop, individual 6-inch branches supply on-site hydrants. Hose bibs for the landscaped areas of the site are fed from the 3-inch branch supplying Tomlinson Control Tower. Within the Main Repair Shop, the primary cold-water distribution is accomplished via a 4 inch main, which circles the perimeter of the Main Repair Shop, and by 2-inch mains, which run longitudinally in the Inspection & Running Repair section of the Main Repair Shop.
2. An indirect industrial waste drainage system supports the Truck Repair shop and the Heavy Repair area of the Main Repair Shop, where cleaning of rail car trucks will be accomplished. The drainage piping from these two areas terminates at sump and sedimentation pits and sump pumps for receiving the discharge the blowdown area dust collection equipment.

Dust from the Blowdown area cleaning operations is removed by the Duct Collection Separators, which wet the exhausted air to improve separation of the particulates. The discharge from the dust collection equipment flows to one of four sumps, which accumulate the collected dust or debris for later disposal.

3. An oil/water separator, located along the north inside wall of the Main Repair Shop Inspection area, receives the discharge from the industrial waste water system piping. A sanitary lift station is situated approximately midway along the north wall of the Main Repair Shop and provides the final connection between the Main Repair Shop/Substation's sanitary lines and the Harrison sanitary sewage system. Storm water from the site, including from the Main Repair Shop, the Substation, the Facility's smaller buildings and the storm water catch basins located throughout the rail car yards and along the Facility's roadways is discharged to the adjacent waterways.
4. The primary supply of domestic hot water is furnished by two (2) gas-fired hot water heaters. Each of the hot water heaters has an associated storage tank and is capable of 42 boiler horsepower or approximately 1400 gallons of hot water per hour. Certain areas of the Main Repair Shop and Substation are equipped with five (5) gallon electric hot water heaters. Electric hot water/steam boilers are provided for the Air

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Conditioning & Pipefitter's Shop and the Blowdown Facility for the cleaning of condenser & evaporator coils (AC 2617) and rail car underbodies. Throughout the Main Repair Shop, approximately seventeen (17) emergency eyewash/showers have been installed for employee safety.

6. Two (2) Ingersoll-Rand Type LOE air compressors supply 125-PSI air to all areas of the Main Repair Facility at a capacity of 375 CFH each. Compressed air is utilized within the Main Repair Shop for the operation of rail car maintenance pneumatic tools and equipment and for the supply of control air for the Building Management System's pneumatic devices. The Facility compressed air system also supplies the Harrison Rail Car Maintenance Facility's rail yard switches and the used oil sump pump in the Main Repair Shop and the lubricant grease pumps located in the Running Repair and Inspection area of the Main Repair Shop. The compressors are glycol cooled using two roof mounted fluid coolers and two shell and tube heat exchangers. The heat exchangers use domestic water to provide added cooling of the compressors whenever ambient temperatures exceed 100 degrees Fahrenheit. The compressed air systems also include two (2) 650-gallon air receivers, two (2) Ingersoll-Rand refrigerated air dryers and an Ingersoll-Rand desiccant air dryer for supplying signal air to the Harrison Main Repair Facility yards. Air connection points are located throughout the Main Repair Shop and are equipped with air filter lubricator regulator stations for individually driven tools. Airline filters, separators, regulators and drain traps are also provided throughout the Main Repair Shop.

Shop equipment items currently in place using compressed air include, but are not limited to:

Air Brake Shop – Agitating Parts Washer and Workbenches (5)

Air conditioning/Pipefitter's Shop – Workbenches and Workstands (6); Scissor Lifts (2)

Battery Shop - Wash Rack and Workbenches (3)

Carpenter's Shop – Radial Arm and Band Saws (2); Drill Press and Workbenches (2)

Compressor Shop – Sand Blast Chamber, Compressor Assembly Carts (4);
Workbenches (4); Agitating Parts Washer and Turntable

Electric Bench Shop – Modular Work Stations (11); Cleaning System;
Pneumatic Crimping Tool; Workbenches (12)

Electronic Shop – Workbenches (3); Electronic Card Tester; PA Test Center;
Ultrasonic Cleaner; Sink/Counter Bench; Modular Work Stations (4)

Heavy Repair Area – Motor Control Center, Used Parts Washer Solution Evaporators (2)

Machine Shop – Horizontal Mill; 20" Engine Lathe; Power Hack Saw;
8" Pedestal Grinder/Buffer; Precision Surface Grinder; Work bench

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Motor Shop – Sand Blaster Chamber; Dynamic Tester (2); Freon Cleaning Equipment;
Motor Upenders (2) Bench Lathe; Workbenches (8); 17” Machine Lathe

Roller Bearing Shop – Workbenches (3) and Spray Washer

Running Repair Shop – Workbenches (8) and Drill Press

Storeroom – Workbenches (4)

Sheet Metal Shop – Workbenches (3); Spot Welders (2) and Drill Press

Truck Shop – Repair Stands and Hoists (5); Workbenches (3); Spray Washer;
Steam Washer; Service Reels (3); Drill Press

Welding Shop – Workbenches (3) and Drill Press

Wheel & Axle Shop – Wheel Lathe, Workbenches (6); Axle Grinder; Magnetic
Particle Tester; Washer/Rinse System (2)

- B. The Contractor shall perform the following functions, procedures, tests, inspections and duties as may be required by the Superintendent for the proper operation of the plumbing systems:

Operate and maintain all plumbing systems and ancillary equipment, including:

1. Sanitary drainage and venting systems, including all sewage ejectors and sump pump assemblies and pits.
2. Storm drainage systems, which convey storm water from roof drains, area and trench drains, terrace drains, various sumps, plenum drains, oil interceptors for the drainage system and all related pumping equipment.
3. Domestic cold-water distribution system with connections to all fixtures and equipment requiring cold water and including water service connections, house pumps and water heaters, and plumbing fixtures.
4. Domestic hot water distribution systems with connections to all fixtures and equipment requiring hot water, including water heaters, exhaust ducting and breeching, etc. various domestic hot water circulation pumps, balancing tanks, etc.
5. Waste oil and lubricant storage tanks, related pumping equipment, collection pits, grating, strainers, valves, gauges, piping and hose connections and miscellaneous equipment.

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6. Complete gas distribution system from the facility gas meter, including the connections to all gas fixtures and equipment, gas service connections, gas metering equipment, and boiler accessories.
 7. Piping, drains, filters, nozzles, valves and controls that feed the Main Repair Shop, Tomlinson Control Tower and the Facility Substation water supply systems from the Facility Water Meter Pit, as well as all underground piping and distribution systems components on the site. The Contractor shall also operate and maintain all incoming service mains from the City of Harrison Water System.
 8. Facility compressed air system, including the Ingersol – Rand compressors, refrigerated dryers and desiccant dryers, all piping, piping supports, valves, control devices and components of the system located within the Main Repair Shop, exclusive of the compressed air distribution piping and associated valves and other components located in the rail car yards, which will be operated and maintained by PATH. The Contractor shall provide all support requested by the Superintendent or his designee for the repair of the yard systems at the site.
 9. All heat tracing elements and related controls on piping systems located outside heated areas.
 10. All controls and interlocking control wiring, including, but not limited to, freeze protection devices and connections, filter advance mechanisms and electrical components, indicator lights, and internal fan equipment lighting.
- C. The Contractor shall monitor and administer service contracts which PATH may elect to enter into for the maintenance of the Facility’s plumbing systems and, upon its expiration or termination, any subsequent or successor agreement entered into during the term of this contract.

7. Scope of Work #7 – Electrical Systems

The Contractor shall furnish and supply all labor, supervision, administration, equipment and materials except as may be provided otherwise herein under service contracts which PATH has entered into (or expects to enter into), necessary or proper for the operation and maintenance of the electrical systems.

- A. Primary electrical service is provided to the on-site substation by PSE&G and consists of two (2) 26.4 KV/1200 amp feeders. The service in turn supplies two (2) 1200 amp buses which are linked with a bus-tie breaker. From each of the high voltage buses, feeders are routed within the Substation to the Main Repair, Shop’s Traction Power system, Auxiliary Power system and the Yard’s Traction Power system. In addition, the incoming service is stepped down to 416 volts by two (2) 3750KVA transformers before continuing on to the Main Repair Shop’s two Main Switchboards No. 1 and No. 2 and then respective setdown transformers. The electrical systems consist of the following principal items:

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1. The direct current (DC) power required for operations within the Main Repair Shop is supplied from two 2000 KV Substation rectifiers. The rectifier outputs are directed to the Substation DC Switchgear, which includes a bus-tie breaker. From the substation, two (2) sets of 2000 MCM cables provide traction power supply, which is functionally divided to supply both track power for rail car movement and auxiliary power for operation of rail car systems other than track.
2. The substation rectifier output is a nominal 650 volt supply and is distributed within the Main Repair Shop from the AC/DC Distribution Room located on the second level of the shop via two (2) 6000 amp buses. Connection of the buses to the shop's individual trolley and auxiliary power outlet boxes is accomplished with twenty (20) DC feeder breakers located in the AC/DC Distribution Room. Ten (10) of the breakers are used for supply of the trolley system. The remaining ten (10) breakers supply the traction/auxiliary power outlets boxes. Each of the individual sections of the Main Repair Shop's trolley and the traction/auxiliary power supply stations is energized via push-button controlled contactors. From the trolley and auxiliary power supply stations, traction power cables and trolley down leads are utilized for connection to the car third rail shoes and auxiliary power studs. Visual and audible signaling is provided via the associated control panels. There are forty-four (44) Trolley Energization Push Button Stations located in the Running Repair/Inspection Area of the Main Repair Shop. In addition, nineteen (19) trolley emergency stop push button and indicating light stations have been installed in the shop for control of the trolley system.
3. The rail car yards of the Harrison Rail Car Maintenance Facility are provided with an outdoor lighting system, which utilizes twelve (12) high mast lighting poles with 1000-watt high-pressure sodium lamps. The predominant pole is 110' in height and is typically equipped with nine (9) fixtures. Each of the poles utilizes a motorized winch for lowering the fixture cluster to ground level for maintenance. Control of the lighting is accomplished from the substation control panel, which is equipped with time clocks, an outdoor photocell and 480/277-volt contactors.
4. The Running Repair and Inspection area of the Main Repair Shop is equipped with high-pressure sodium and fluorescent lighting for the pit, raised rail and under-platform sections of the shop. The high bay lighting for the repair areas utilizes 400-watt high-pressure sodium fixtures. Office areas are principally provided with fluorescent lighting. Emergency lighting is accomplished with self-charging battery units. Incandescent lighting is limited to the Substation Battery Room, the hoist pits and pipe chases.
5. Control and monitoring of the Main Repair Shop's HVAC equipment is accomplished via the Building Management System (BMS). The BMS system terminal, printer and modem is located in the Inspection/Road Foreman's Office, Room M119. This room is situated on the ground level of the Main Repair Shop, approximately 60' east of the Boiler Room. Each of the loop controllers from which connections to specific HVAC equipment is accomplished is capable of independent operation in the event of a

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malfunction of other portions of the control system. Control of the air handler serving Tomlinson Tower is accomplished using an independent Johnson Controls controller.

6. In addition to the Building Management System, the Main Repair Shop is equipped with a separate intrusion and fire alarm system. The smoke and fire related control strategies for the Main Repair Shop's HVAC systems are implemented through both individual control wiring and local controllers and the intrusion/fire alarm system. Shutdown of individual units is performed by unit mounted smoke detectors which also provide indication to the intrusion/fire alarm system. Monitoring of ingress/egress to the Main Repair Shop is accomplished using card readers located at main entry points to the shops.
 7. Various electrical control systems have been designed as an integral part of the industrial equipment and other systems installed in the Main Repair Shop. These control systems have been fabricated and supplied by both original manufacturers of the equipment and shop systems under the general electrical provisions of the Facility construction contract. These control systems provide for proper functioning of the various industrial equipment and systems, including but not limited to the Blowdown facility, the Vacuum systems for the Blowdown Facility, the Main Repair Shop lubrication and waste oil systems, the Truck Progression system in the Heavy Repair area, dust collector systems for certain items of industrial equipment the Truck Shop hoist systems, the control system for the shop Traction power system, control of the rectifiers in the Battery Room, electric door operators and safeties for the overhead doors throughout the Facility, pipe heat tracing cable controls, certain power limited control circuits for intrinsically safe applications, as well as other electrical control systems.
- B. The Contractor shall perform the following functions, procedures, tests, inspections and duties as may be required for the proper operation of the electrical systems, including but not limited to:
1. Operate and maintain the Facility electrical power distribution system, including: main electrical service components, items of equipment and sub-systems for the Main Repair Shop, including, but not limited to, house (low voltage) transformers and related electrical control and power distribution equipment; and the 480/277 and 208/120 volt power distribution systems and systems utilizing other voltage levels, including but not limited to all over current protection devices, wiring, conduit systems, disconnects, energy control, monitoring and temperature-sensing devices.
 2. Spot relamp, reballast or perform emergency lighting repairs as directed by the Superintendent or his designee. Such work shall be completed immediately unless it would interfere with normal facility operations or unless otherwise directed by the Superintendent or his designee.

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3. Maintain, repair or replace all electric motors and controllers for the following: heating, ventilating and air conditioning systems, fire pumps, domestic water pumps, mechanical systems, industrial shop equipment and miscellaneous motors.
4. Maintain, repair or replace all duct reheats and controls, including those installed in the Main Repair Shop, Tomlinson Control Tower and the Facility Substation.
5. Maintain, repair or replace miscellaneous systems, including but not limited to illuminated signs and directories, column-mounted interior and exterior signs, lightning protectors and all miscellaneous electrical systems.
6. Relocate and install electrical branch and feeder wiring circuits and termination devices, lighting fixtures and other types of electrical consumption devices.
7. Relocate and install computer cabling for PATH's teleprocessing equipment, terminals and output devices.
8. Maintain, repair or replace all specialty control systems, including but not limited to the rail car hoist controls and contactors; the controls for the Facility's Direct Current distribution system necessary for the proper functioning of all alarms and interlocks; the Blowdown Facility fan controls; all crane controllers, controllers for the Facility's industrial equipment; and other special HVAC control systems, such as those used in the Battery Shop for control of the ventilation equipment and the shop's charging equipment.
9. Perform all routine and non-routine electrical maintenance as may be required for the proper operation of the Facility's industrial equipment and systems, including but not limited to the complete inventory of industrial equipment. While performing repair work, the Contractor shall determine the cause necessitating such repair. If the breakdown was not caused by a breakdown in the electrical system, but results from other defects e.g., leaks, improper insulation, excessive heat or moisture etc., before continuing repairs, he is to report such finding to the Superintendent or his designee and shall additionally take such precautions as may be necessary to protect all personnel from unsafe conditions.
10. Perform routine and non-routine maintenance of the battery systems for the Raymond Wire Guided Forklift System, aerial work platforms and other specific vehicular shop equipment.

Operator driven forklifts that are maintained by the Port Authority Central Automotive Division are excluded.

NOTE: The Contractor shall not be required to maintain the Facility's high tension systems of 650VDC traction power located in the Facility Substation and Main Shop AC/DC Room, which will be maintained by PATH. Such equipment includes all high voltage switchgear, transformers, bus work and cabling, the

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direct current rectifier and the control equipment within the substation, commonly referred to by PATH as the “CCCS SYSTEM”. Also excluded is all 650 VDC equipment, including feed rail trollies and Pringle traction/auxiliary power boxes and cabling located in the Main Repair Shop, (The control equipment provides for remote operation and monitoring of the substation from PATH’s Hoban Control Center at the Journal Square Transportation Center). Where testing of the protective relaying for the facility switchgear located in the AC/DC Distribution Room of the Main Repair Shop is required, PATH will arrange for the performance of such testing by appropriate PORT AUTHORITY/PATH technicians. The Contractor shall provide such assistance as may be required for the orderly and safe performance of such testing, as may be directed by the Superintendent.

8. Scope of Work #8 – General Utility Maintenance

The Contractor shall furnish and supply all labor, supervision, materials, administration and equipment, except as may be provided otherwise herein under service contracts which PATH has entered into,(or expects to enter into), necessary or proper for general utility maintenance and repair at the Facility.

The Contractor shall perform the following functions, procedures, tests and duties as may be required for the proper functioning of the Facility.

- A. Disassemble, relocate and reassemble, as directed by the Superintendent or his designee, all facility office partitions, including telephone, power and office automation connectors, and restore all surfaces to an acceptable condition.
- B. Repair and/or replace defective door hardware, including but not limited to door hinges and closers.
- C. Remove and replace defective (as determined by the Superintendent or his designee) ceramic and resilient flooring materials, including vinyl quarry and mosaic tile. All carpet tile repairs and broadloom repairs of a “minor” nature, as determined by the Superintendent or his designee, shall be made by the Contractor.
- D. Repair and maintain all miscellaneous items including, but not limited to, handrails, stairways, protective guards, shower benches and trim.
- E. Remove and replace broken glass mirrors located within all locker and toilet areas of the Facility.
- F. Refinish interior surfaces, and repaint mechanical and electrical equipment, piping, and surfaces, all as required.
- G. Repair and maintain all wall surfaces.

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- H. Repair and/or replace acoustical ceiling materials, including ceiling tiles, grid work and hangers. Compensation for materials, supplies and equipment required for such services will be computed in accordance with the clause of the Contract entitled “Net Cost Items and Compensation for Net Cost Items.”
- I. Repair and/or refinish all aluminum surfaces, soffits, covers and trim.
- J. Erection of barriers or otherwise securing of areas of the site or within any of the buildings or structures on the site as required to ensure the safety of the Contractor’s employees, PATH’s employees, agents, consultants and others at the site.
- K. Assist Port Authority and PATH employees, agents, consultants and others engaged in maintenance or engineering activities at the site.
- L. As directed by the Superintendent of his designee, uncrate materials, tools, supplies and equipment received by PATH.
- M. Set up holiday and special event displays, signs and posters furnished by PATH, as directed by the Superintendent or his designee.
- N. Repair damaged roadways, roadway barricades, and parking pavement and markings as directed. Repair of Facility roadways, traffic control devices, roadway signs and stripping shall be as directed by the Superintendent or his designee.
- O. Perform plumbing repairs as directed by the Superintendent or his designee, including repairs required in all restrooms and toilet areas.
- P. Maintain current chart showing the location of all electrical switches and circuit breakers and plumbing shutoff valves.
- Q. Maintain, repair and operate the facility trash compactor.
- R. Install, during inclement weather, safety matting as required.
- S. Maintain and repair the dispensers for toilet tissue and sanitary napkins as well as the disposals for sanitary napkins.
- T. Log utility meter readings once a month.
- U. Repair miscellaneous concrete items such as sidewalks, concrete decks, columns, etc., that have deteriorated, as required.
- V. Repair architectural precast units, including patching to match existing finish.
- W. Maintain and repair masonry, including brick, concrete block and granite block.

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- X. Maintain shop pavement safety line stripping as required.
- Y. Maintain and repair all miscellaneous and ornamental metal items, including architectural expansion joint covers, chain link fences, steel ladders, deck drains, aluminum louvers, grilles and panels, guard rails, corner guards, crash barriers, fascias, soffits, and skirts panels.
- Z. Maintain and repair doors, including hollow metal doors, glass entrance doors, aluminum doors, rolling wire mesh and aluminum roll up doors.
- AA. Maintain and repair all stairways, including masonry stair treads, risers and landings.
- BB. Maintain and repair all roof drains, expansion joints, gutters, down spouts and skylights.
- CC. Maintain and repair all roofing, waterproofing and weatherproofing items, including weather-stripping.
- DD. Maintain miscellaneous caulking including but not limited to, all horizontal and vertical control and construction joints.
- EE. Maintain storage and other cabinets, workbenches, and rack systems in shop area.
- FF. Inspect, maintain and repair the Facility's fencing, traffic control devices and markings.
- GG. Maintain and repair the Facility guard house, CED storage buildings, Card Setting Pit pick-up/drop off Platform adjacent to PATH's eastbound service track, and, as required, the Signal Bungalows located on the site. Such maintenance shall include, but not be limited to, the repair of all architectural, structural, mechanical and electrical systems.
- HH. Maintain, repair and operate the facility forklift.
- II. Such other general maintenance duties as may be directed by the Superintendent or his designee.

9. Scope of Work #9 – Industrial Shop Repair Systems and Equipment

The Contractor shall furnish and supply all labor, materials, equipment, supervision and administration (except as may be provided otherwise herein under service contracts which are executed by PATH) necessary or proper for the maintenance and repair of the industrial shop systems and equipment at the Facility. Maintenance and repair of certain elements of these systems will be covered under separate Maintenance Service Agreements. The Contractor will be required however, to provide a first response to any repair problem on such equipment. The Contractor shall also perform limited maintenance in between regularly scheduled service contractor visits for this equipment.

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A. The Facility is equipped with numerous industrial shop repair systems and equipment items. The individual equipment items provided for each shop are functionally related to the repair activities conducted. A detailed layout of these shops and the location of the industrial equipment is furnished by way of the basic construction contract documents for the Facility and is provided in outline form in the handbook entitled “Facility Orientation Handbook” which is available upon request from the Superintendent. A listing of the individual work shops within the Main Repair Shop, including their major repair systems and equipment, is as follows:

AIR BRAKE SHOP

Pedestal Grinder	AB 225
Dust Collector for AB 225	AB 501
Agitating Parts Washer	AB 502
Ultrasonic Process Control	AB 508
Air Compressor	AB 511 (2 units)
Monorail System	AB 512

AIR CONDITIONING SHOP

Pedestal Grinder/Buffer 8”	AC 2606
Lift/Stacker Truck	AC 2611
Rectifier Power Supply	AC 2616
Electric Boiler	AC 2617
Storage RackSystem	AC 2622
Scissor Lift	AC 2626 (2 units)
Magido Parts Washer	

BATTERY SHOP

Forklift Charger	BS 701	(2 units)
Steam Washer	BS 710	
Electric Forklift – 4000#	BS 713	(4 units)
Battery Charger/Analyzer	BS 714	(2 units)

CARPENTRY SHOP

Combination Sander	C 277
Radial Arm Saw	C 278
Table Saw	C 279
Band Saw	C 282
Drill Press	C 800
Dust Collector	C 801

COMPRESSOR SHOP

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Storage Rack System	CO 601
Compressor Test Stand	CO 605
Honing Machine	CO 606
Agitating Parts Washer	CO 608
Pedestal Grinder/Buffer, 8”	CO 611
Dust Collector for CO 611	CO 615

ELECTRIC BENCH SHOP

Cleaning System	EB 911
Pedestal Grinder/Buffer, 8”	EB 918
Drill Press, 15”	EB 920
DC Power Supply	EB 928
Remote Operated Station	EB 953 (2 units)
Variable Resistor Bank	EB 957

ELECTRONIC SHOP

Ultrasonic Cleaner	ES 1002
Remote Operated Station	ES 1017

HEAVY REPAIR AREA

Car Stand	HR 63	(12 units)
Car Body Hooks	HR 472	(4 units)
Car Hoists	HR 1101	(8 units)
Turntable	HR 1104	(3 units)
Truck Progression System	HR 1105	
Motor Control Center	HR 1106	(2 units)
Car body Stands – Manual	HR 1107	(16 units)
Hoist Control	HR 1108	(4 units)
Aerial Work Platform	HR 1109	(4 units)
Truck Towing Vehicle	HR 1110	
LPG Forklift – 5000#	HR 1113	

MACHINE SHOP

Pedestal	M 272	(4 units)
Pipe Threader	M 307	
Drill Press	M 323	
Horizontal Mill	M 337	
Centering Lathe	M 356	
Universal Mill	M 1200	
Engine Lathe 20”	M 1203	
Power Hack Saw	M 1204	
Pedestal Grinder/Buffer	M 1205	

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Precision Surface Grinder	M 1206
150 Ton Moveable Frame Press	M 1208
Dust Collector for M 1205	M 1211

MOTOR SHOP

Storage Rack System	MS 90
DC Power Supply	MS 91
Slotter	MS 101
Slotter	MS 104
Slotter, Small Tools	MS 112
Sand Blast Chamber	MS 145
DC Power Supply	MS 189
Dynamic Tester	MS 1300
Freon Cleaning Equipment	MS 1301
Motor Upender	MS 1302
Bench Lathe	MS 1305
Engine Lathe – 17”	MS 1312
Counter-Balanced Stacker	MS 1313

ROLLER BEARING SHOP

Spray Washer	RB 2602
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RUNNING REPAIR SHOP

Pedestal Grinder	RR 27	
Scissors Lift	RR 65	
Drill Press	RR 1702	
Aerial Work Platform	RR 1705	(7 units)
Pedestal Grinder/Buffer 8”	RR 1711	
Scissors Lift	RR 1719	(3 units)
Water Distiller System	RR XX	

SHEET METAL SHOP

Shear, 10’ Hydraulic	SM 274
Bending Brake	SM 2001
Spot Welder	SM 2008
Band Saw	SM 2009
Box and Pan Hand Bending Brake	SM 2013
Floor Squaring Shear	SM 2014
Drill Press	SM 2015
Pedestal Grinder	SM 2017
Dust Collector for SM 2017	SM 2018

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STORE ROOM

Swing Reach Forklift	S	1804	
Pallet Hand Truck	S	1806	
Trash Compactor	S	1807	
Forklift Charges	S	1809	(2 units)
Wire Guidance System	S	1811	
Dock Leveler	S	1817	(3 units)
Dispensing System	S	1819	
Electronic Platform Scale	S	1825	
Explosion-Proof Forklift	S	1827	

TRUCK SHOP AND WELDING

Truck Repair Hoist/Stand	TS	2101	(5 units)
Turntable	TS	2103	(3 units)
Spray Washer	TS	2108	
Hoist Control	TS	2112	(5 units)
Motor Control Center	TS	2113	
Steam/Water Washer	TS	2116	
Turntable, Axle	TS	2119	
Evaporator			(2 units)

WELDING SHOP

Fume Collection System	W	2208	
Pedestal Grinder – 12”	W	2209	
Metal Cutting Band Saw	W	2213	
Drill Press	V	2214	

WHEEL AND AXLE SHOP

Wheelset Lathe	WX	143	
Arbor Press	WX	341	
Wheel Press, Single Ended	WX	2402	
Axle Grinder	WX	2411	
Magnetic Particle Test	WX	2412	
Washer/Rinse System	WX	2414	
Vertical Boring Machine	WX	2418	

WHEEL TURNING BUILDING

Zoeller 1 1/2Hp Sump Pump			
¼ ton Groebel Coffing Crane			
Simmons Wheel Cutting Machine			
Steel Track – Steel Shaving Trolley			

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Wheel Truer Pulley System
Motorized Louver Damper (2)

- B. Collectively, the above-identified items of equipment represent an essential component of the Facility's functional capability to effect necessary car repair activities. The Contractor shall perform maintenance on such items of equipment, as directed by the Superintendent, so as to ensure their availability during all times when they may be required. To ensure the equipment's availability the Contractor shall perform the following functions, procedures, tests and duties as may be required for the proper functioning of the Facility:

Maintain, repair and service the following:

1. CAR HOISTS AND TURNTABLES – The Heavy Repair and the Truck Shop areas of the Main Repair Shop are equipped with two (2) types of car hoist systems and two (2) types of rail car truck turntables. Four rail car hoists (HR 1101's), consisting of two (2) lifts each, are available in the Heavy Repair area on tracks 13, 14, 15 and 16. The equipment items for all of the hoists have been manufactured by Joyce Dayton of Dayton, Ohio. Each of the four (4) hoists in the Heavy Repair area include the hoist mechanisms for lifting each end of a rail car, a control operating station (for a total of four HR 1108's) located on the structural steel column in the vicinity of the hoists, two (2) motor control centers (HR 1106's) from which all of the hoists are controlled (for a total of sixteen HR 1107'S) and various alarms and visual indicators.

Three turntables are located in the Heavy Repair area for movement of trucks and wheel sets between different tracks. Within the Truck Shop, five (5) additional lifts (TS 2101's) are provided for raising and lowering of separated rail car trucks for maintenance of rail car trucks. These lifts are operated from individual controllers located in the vicinity of the lifts. Three turntables are also located in the Truck Shop for moving trucks and wheel sets within the shop.

The contractor's duties shall include limited maintenance (as outlined in the Scope of Work) of the car hoists and turntables, including but not limited to, lubrication, service and repair of the hoist mechanisms, motor controllers, safety, alarm and control circuits, pit lighting and car body stands.

2. TRUCK PROGRESSION SYSTEM – The Truck Progression System (HR1105) has been installed between the Heavy Repair and Truck Shop areas of the Main Repair Shop. Its principal purpose is the movement of rail car trucks and wheel sets between the two areas. The system consists of three (3) assembled sections of guidance track, a robot assembly which moves in the guidance track, a drive motor, chain loop and electrical control panel. The robot assembly is self-propelled and returns from one end of the guidance track to the other.'
3. CAR LUBRICATION SYSTEM – The Car Lubrication System provides two (2) types of gear lubrication oil and a supply of lubrication grease throughout the Running Repair

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section of the Main Repair Shop, as well as in the Truck and Heavy Repair Shops. The system includes three (3) storage tanks, three (3) airline filter regulators and a leak detection system. Each of the storage tanks is equipped with a high and low level alarm and signaling devices. The oil supplies are pumped through welded pipe to valve outlets. Quick connections with flexible hoses provide a final point of supply to mobile dispensing carts with hose reels. Grease is made available at the mobile carts from local piping, which is connected, to three locally installed grease drums and pumps. The grease pumps are pneumatically operated and are equipped with airline filters, regulators and lubricators. Five (5) lube oil-dispersing points are located in the Truck and Heavy Repair Shops.

The Contractor's duties shall include the complete maintenance and repair of the Car Lubrication System, including all piping, valving, pumps, airline equipment, pneumatic sump pumps, air filter/regulators and gratings. The pneumatic sump pumps are fed by the Main Repair Shop Compressed Air System. An interlocked solenoid valve is installed on the main air supply to all of the oil collection pumps and secures the Compressed air supply to prevent overflow of the Facility waste oil storage tank. Eight (8) mobile oil collection containers have also been provided, one for each collection sump. The oil collection sump pumps transport the used oil to the used oil storage tank. The Car Lubrication System is also equipped with a leak detection sub-system, a remote level indicator and various alarms and gauges. Two (2) of the System's oil collection sumps are located in the Blowdown Facility. The remaining six (6) units are installed in the Running Repair/Inspection area of the Main Repair Shop adjacent to Tracks 6 and 7.

The Contractor's duties shall include complete maintenance of the Waste Oil Collection System including, but not limited to, all collection points, carts, pumps, grating, air piping, valves, filters, regulators, the used oil collection storage tank, alarms, control circuits, solenoids, indication devices and hardware. Whenever removal of waste oil is required, the Contractor shall comply with such directives as may be issued by PATH for such removals, including coordination with PATH's waste oil collection contractor, any required oil sampling testing laboratory, or other Port Authority/PATH units involved with the control, monitoring or disposal of waste oil.

4. CRANE SYSTEM – The Heavy Repair and the Truck Shop areas of the Main Repair Shop are equipped with various types of overhead cranes. The equipment items for all of the cranes have been manufactured by Kranco of Dallas, Texas. The cranes currently in operation at the facility include the following: two 35 ton, Kranco Cranes; two 10 ton bridge cranes located in the Truck Shop area; three (3) 2 ton bridge cranes located in the Motor Shop, A/C Shop and Compressor Shop; two (2) 3 ton bridge cranes, two (2) 2 ton Jib cranes; two (2) 1 ton Jib cranes; one (1) ½ ton Jib crane, one (1) 1 ton Monorail crane located in the Machine Shop and Wheel and Axle Shop; crane and one (1) ¼ ton Groebel Coffing crane in the Wheel Truing Shop.

The Contractor's duties shall include limited preventive maintenance, using established periodic maintenance routines, including, but not limited to, lubrication, service and repair of the crane mechanisms, motor controllers, safety, alarm and control circuits. In

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addition, the Contractor may be called upon to perform minor repairs as determined by the Superintendent or his designee.

5. BLOWDOWN FACILITY – In addition to the basis mechanical systems provided for the Blowdown Facility, certain auxiliary systems have been installed within the Blowdown Facility to facilitate the cleaning of rail cars. Among these systems are the High Pressure Washer Sub-System, the electric boiler used to supply hot water for the Blowdown Facility High Pressure Washer System. The boiler is powered by a 480 volt, three phase branch circuit at 180 amperes for a 90 KW rating. The boiler feeds the Blowdown Facility High Pressure Washer sub-system, consisting of a Kleenline high-pressure washer. The washer sub-system will supply pressurized water, together with pumped detergent from a 100 gallon storage tank to each of the Blowdown Facility's four remote cleaning stations.

To facilitate use of the cleaning equipment installed in the Blowdown Facility, compressed air hose reels, a Central Vacuum System and a Breathing Air sub-system are also installed. There are eight (8) hose reel locations. For each compressed air hose reel location, a vacuum line hose quick connection is provided for collecting air-borne dust particles to the Vacuum System cyclone dust separator. Vacuum is produced by the Vacuum System Vacuum Producer and associated filter. The Breathing Air Sub-System includes a compressed air purifier manufactured by Ingersoll Rand and a carbon monoxide monitor manufactured by Nine Safety Appliances. The Contractor's duties shall include limited inspection, repair and maintenance of the Blowdown Facility, including but not limited to the High Pressure Washer Sub-System, the compressed air hose reels, the Air Conditioning Evaporator Vacuum Sub-System, the Breathing Air Sub-System, those portions of the Car Lubrication and Waste oil collection systems installed in the Blowdown Facility, as well as the other mechanical, fire protection, electrical and plumbing systems made part of the Blowdown Facility.

6. WASTE OIL COLLECTION SYSTEMS – To facilitate the maintenance of rail car trucks and air compressor lubrication, the Main Repair Shop has been equipped with a waste oil collection and storage system. The complete system includes six (6) collection sumps together with a pneumatic sump pump, valving, air filter regulators and gratings. The pneumatic sump pumps are fed by the Main Repair Shop Compressed Air System. An interlocked solenoid valve is installed on the main air supply to all of the oil collection pumps and secures the compressed air supply to prevent overflow of the Facility waste oil storage tank. Eight (8) mobile oil collection containers have also been provided (one (1) for each collection sump.) The oil collection sump pumps transport the used oil to the used oil storage tank. The System is also equipped with a leak detection sub-system, a remote level indicator and various alarms and gauges. The units are installed in the Sprinkler Room adjacent to the Boiler Room and the oil distribution waste oil collection room. The Contractor's duties shall include limited maintenance of the Waste Oil Collection System including, but not limited to, all collection points, carts, pumps, grating, air piping, valves, filters, regulators, the used oil collection storage tank, alarms, control circuits, solenoids, indicating devices and hardware. Whenever removal of waste oil is requested by PATH

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perform such removals, in coordination with PATH's waste oil collection contractor, and with other Port Authority units involved with the control, monitoring or disposal of waste oil.

7. MISCELLANEOUS SYSTEMS - The Contractor shall also be responsible for maintenance of the following industrial systems: Main Repair Shop Distilled Water Systems, Compressed Air Plant, Facility truck cleaning systems, Facility agitating parts washer.
- C. The Contractor shall monitor and administer and maintain all records for the various full of partial service contracts executed for the maintenance of the Industrial Shop Equipment and HVAC/Building Systems installed at the Facility and, upon their expiration or termination, for any subsequent or successor agreements entered into during the term of this contract.'

The Contractor shall be responsible for all repairs and maintenance required to be performed by service contractors for the maintenance of the industrial equipment and systems at the Facility and shall cooperate as required with the service contractors.

End of Appendix A

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1) Scope of Work #1 – HVAC, Mechanical and Plumbing Systems

The Contractor shall furnish and supply all labor, supervision, administration, tools, materials, supplies and equipment necessary or proper for the performance of the functions specified below for the satisfactory operation and maintenance of the heating, ventilating, air conditioning, mechanical and plumbing systems, including the daily operating checks outlined herein.

- A. The operation and maintenance of the low-pressure steam boiler plant and all ancillary equipment, including three (3) boilers of 350 boiler horsepower capacity each. Under nominal load conditions, one (1) boiler will be on line with two (2) boilers on stand-by. Each boiler is furnished with a combination #4 oil/natural gas burner.
- B. The operation and maintenance of all heating, ventilation and air conditioning systems, subsystems, components, associated pumps and all ancillary equipment, including, but not limited to, heating and ventilating fan units cabinet and unit heaters, induction units, steam traps, expansion joints, piping supports, temperature, pressure and flow indicating devices. The heating, ventilating and air conditioning systems include the following air handling equipment:
 - 1) The majority of the high-pressure units were manufactured and installed by Carrier Air Conditioning Co. Each unit includes a cooling coil, heating coil, vibration eliminators, steam grid humidifier, base pan, and fan sections. The units are supplied with access panels.
 - 2) The low velocity air conditioning units, manufactured by Carrier Air Conditioning Co., are installed as shown on the reference drawings. Each unit includes a condensate drain pan, a fan section, a cooling coil and a reheat coil. Condensate pans are stainless steel. The externally mounted, self-aligning pillow block and flange-type ball bearings were factory lubricated and include fittings for onsite lubrication. Cooling and heating coils are the cartridge type and are supported the entire length in tracks.
 - 3) Air handling units, manufactured by Carrier Air Conditioning Co., are installed as shown on the reference drawings. The remaining basic characteristics of the air-handling units are similar to the low velocity air conditioning units as described above.
 - 4) The air filters for the above-described air handling equipment consist of renewable high-efficiency, manufacturer-recommended replacement filters.
- C. The operation and maintenance of all plumbing systems and ancillary equipment including:
 - 1) Sanitary drainage and venting systems, including all sewage ejectors and sump pump assemblies and pits.
 - 2) Storm drainage systems, which convey storm water from roof drains, area and trench drains, terrace drains, various sumps, plenum drains, oil interceptors for the bus

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terminal drainage system and heliport drainage system, and all related pumping equipment.

- 3) Domestic hot and coldwater distribution system with connections to all fixtures and equipment requiring hot water including water service connections, house pumps and water heaters, and plumbing fixtures.
 - 4) Domestic hot water distribution systems with connections to all fixtures and equipment requiring hot water including water heaters, exhaust ducting and breaching, etc. Various domestic hot water recirculation systems complete with hot water circulating pumps, balancing rigs, etc.
 - 5) All oil storage tanks (including two (2) diesel fuel), related pumping equipment, strainers, valves, gauges, piping and hose connections and miscellaneous equipment.
- D. The operation and maintenance of the complete gas distribution system including the connections to all gas fixtures and equipment, gas service connections, gas metering equipment, etc.
- E. The operation and maintenance of all heat tracing elements and related controls on piping systems located outside heated areas.
- F. The operation and maintenance of all controls and interlocking control wiring, including but not limited to freeze protection devices and connections, filter advance mechanisms and electrical components, indicator lights and internal fan equipment lighting.
- G. The maintenance of inertia and vibration isolation equipment and structural support connections.
- H. The operation and maintenance of the boiler feeder water treatment and pumping systems and make-up water conditioning system.
- I. The Contractor will be compensated for all material on a net cost basis excluding the following:
- 1) Fan belts
 - 2) All lubricants
 - 3) Gaskets
 - 4) Filters

DAILY OPERATING CHECKS

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- J. The Contractor shall perform and record the following tests, checks, readings, and operations at a minimum frequency of one (1) shift per day, except as noted:
1. Check all operations in machining rooms, boiler room and at cooling towers.
 2. Check for excessive heat, noise or vibration on all operating fans, pumps, motors, and reciprocating and/or rotary devices.
 3. Check water levels in expansion tanks and bleed as required.
 4. Check pressure drop across air filters; if readings are high, take corrective action.
 5. Inspect all controls for proper operation of equipment and report discrepancies to Superintendent.
 6. Boiler inspection shall include, but is not limited to:
 - a) Observe nozzle, diffuser and ignition through front peep for cleanliness, drips, etc.
 - b) Check appearance of fire. Check linkages to be sure they have not moved from their proper station.
 - c) Observe pressures and temperatures of all operating systems and equipment.
 - d) Check all boiler auxiliary equipment and associated piping for leaks, vibration, operating levels, pressure and temperatures and the proper operation of safety devices. Blow down air receivers and air coolers.
 - e) Blow down water column and low water cutoff.
 - f) Blow down boiler.
 - g) Observe storage tank fuel levels and take corrective action if fuel level is low.
 - h) Wipe burner assembly clean.
 - i) General housekeeping of boiler room.
 7. Check and record, as may be directed by the Superintendent, all refrigeration and centrifugal chilled water production machinery meter and gauge readings and make necessary adjustments.
 8. Perform the water treatment program requirements including the sampling of water from the steam production equipment (boiler & condensate return systems) and cooling tower system. Add chemicals as needed.

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9. Perform any maintenance work as directed by the Superintendent.
10. Respond to HVAC complaints as directed by the Superintendent.
11. Spot relamp machine rooms as necessary.
12. Check all pumps for proper operation; adjust packing glands, if required.
13. Note any unusual items or conditions; correct and/or notify the Superintendent, as required.
14. The Contractor shall establish written procedures together with suitable record-keeping form(s), both acceptable to the Superintendent, to ensure the performance of the above defined operating responsibilities. All approved records documenting the operational functions completed by the Contractor's personnel shall be furnished to the Superintendent on a timely basis as may be directed by the Superintendent or designated PATH management staff. A daily log of all operating checks shall be maintained by the Contractor's Maintenance Administrator and made available for review on request.

2) Scope of Work #2 – Chilled Water Production Machinery

The Contractor shall furnish and supply all labor, supervision, administration, tools, materials, supplies and equipment (except as may be provided otherwise herein), necessary, proper, or desirable for the efficient operation and maintenance of the chilled water production machinery, including the daily operating checks described in Scope of Work #1 and as required by the daily work order. The HVAC equipment contract shall be administered by the Contractor. The Contractor shall also perform:

- A. The operation and maintenance of the refrigeration system including two electric chillers, cooling tower, chilled water pumps, condenser water pumps, and all ancillary pumps, equipment and piping. The refrigeration system includes the following equipment:
 - 1) The JSTC chilled water production system includes two (2) York VFD chillers of nominal capacity of 400 tons refrigerating effect, one (1) York centrifugal constant speed chiller model with a nominal capacity of 400 tons refrigeration effect. Under nominal load conditions, one (1) chiller will be "on line" with two (2) chillers on "stand-by".
 - 2) Each chiller is supplied with a control panel which includes a multi-tap control voltage transformer, machine pump starters, ambient compensated three-phase overload protection, fused disconnect, key locked control panel door and safety controls.
 - 3) The electric centrifugal chillers are equipped with automatic controls for safety related shutdown of the chillers due to certain malfunctions and which also have the capability to adjust the refrigeration load of each machine.

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- 4) The two (2) cooling towers were manufactured by Baltimore Air Coil Model #VXT800 and are capable of cooling 1970 GPM of water from 104.3 F. to 85. F. with 78 F. wet bulb air entering the tower. Each cooling tower is comprised of two cells.
 - 5) The connection outlets for condenser water return are at the bottom of the cooling tower cell, covered by combination suction filters and cavitation eliminators made of stainless steel. The screen assemblies are removable for cleaning. Low velocity sediment traps are built into the sumps. Twenty-two (22) inch diameter stainless steel access doors are provided for entry and full access into the entire bottom sections of the towers.
 - 6) The cooling tower fan wheels and housings are constructed of stainless steel. The housings are of two-piece construction to allow removal of a complete fan rotor assembly, while providing a means of completely inspecting each fan in place. Fan shafts, drive guards and inlet screens are all stainless steel.
 - 7) The cooling towers main spray headers and branches are stainless steel with ceramic, self-cleaning nozzles. Nozzles are the quick removal, bayonet type, not requiring special tools for removal or re-installation. Four-inch diameter cleanout connections are provided for each main header. Branch headers are self-cleaning through the large orifice nozzles.
- B. The supervision and administration of the HVAC equipment contract. The services to be provided by the contractor Carrier for maintenance of the JSTC Chilled Water Production Machinery include the following:
- 1) Perform a minimum of seven (7) scheduled inspections per year.
 - 2) Furnish all labor, replacement parts, refrigerant, lithium bromide and supplies.
 - 3) Furnish emergency service between scheduled inspections.
 - 4) Lubricate and adjust equipment as required.
 - 5) Paint the equipment as required to protect from deterioration.
 - 6) Brush the condenser tubes, if required, but not more than once per year.
 - 7) Brush the chilled water tubes, if required, but not more than once every three (3) years.
 - 8) Brush the absorber tubes, if required, but not more than once every three (3) years.
 - 9) Instruct the Contractor's personnel in the proper operation of the equipment.
 - 10) Maintain the following items relating to the Carrier Equipment:

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- (a) Electric wiring between the starters and respective motors.
 - (b) Refrigerant piping between equipment
 - (c) Insulation surrounding the refrigerant piping and equipment.
 - (d) All pressure and temperature controls, thermometers, gauges, dampers, steam traps, control devices and thermostats located on this equipment.
 - (e) Starters.
 - (f) Other maintenance services required for centrifugal chillers listed in the standard Carrier maintenance manuals.
- C. In addition to monitoring HVAC equipment contract, the Contractor shall implement and perform the following functions and requirements:
- 1) The Contractor's Maintenance Administrator shall be authorized to receive Carrier's recommendations in the operation of the equipment. These recommendations will be immediately transmitted to the Superintendent.
 - 2) Operation of the York equipment by the Contractor's personnel shall be in accordance with Carrier's instructions and manuals.
 - 3) The Contractor shall provide treatment to input water to the York equipment as directed by the Chemical Treatment Contractor. Any change in the usual operating conditions shall be communicated immediately by the Contractor's personnel to Carrier and the Superintendent. Water treatment shall be performed in accordance with the water treatment program as more fully discussed in appropriate Scope of Work #5.
 - 4) The Contractor shall maintain the equipment rooms and spaces free from extraneous material.
 - 5) The Contractor shall move and return any stock, fixtures, walls or partitions to facilitate Carrier's servicing of their equipment.
 - 6) The Contractor shall provide the HVAC contract personnel access to the shop facilities and building services.
 - 7) The Contractor shall permit only the HVAC contract personnel to perform any work on the A/C equipment.
 - 8) The Contractor shall make no modifications or additions to the A/C equipment.
 - 9) The Contractor shall start/stop the HVAC equipment on a daily basis or as may be directed by the Superintendent.

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- 10) The Contractor shall have the responsibility of maintaining room conditions as well as overall system performance.
- 11) The Contractor shall change or clean the air filters.
- 12) The Contractor shall maintain the piping, except for the refrigerant piping.
- 13) The Contractor shall maintain the air distribution systems, including the ductwork and fan casings.
- 14) The Contractor shall be responsible for repairing damage due to freezing weather.
- 15) The Contractor shall furnish and install protection from corrosion, erosion, damage from water, damage from brine steam, etc., except when specifically the fault of Carrier.
- 16) The Contractor shall maintain the electrical input to the equipment, including the disconnect switches and circuit breakers.

3. Scope of Work #3 – Automatic Temperature Control Systems

The Contractor shall furnish and supply all labor, supervision, administration, small tools, materials, and equipment, except as otherwise provided for herein under this Contract, as may be necessary or proper for the satisfactory operation of the Allerton Direct Digital and Johnson Control Metasys Control Systems, including the daily operating checks outlined in the Scope of Work #1. The Contractor shall also perform:

- A. The operation and maintenance of the automatic temperature control systems, HVAC pneumatic and electric controls; alarms on HVAC equipment, boilers, sump pumps, elevators and escalators and the fire and other alarm controls, including all transducers, sensing devices, operating devices, dampers, control valves, pneumatic controls, air compressors, air filters, dryers and all associated components, subsystems and systems.
- B. The maintenance, stock keeping, storage at JSTC of parts, materials, tools and other equipment as may be necessary to ensure the replacement of worn parts within a twenty-four hour period from the time of report of a malfunction. Replacement or repair of defective airlines, control and electrical wiring, traps and filters and any damage from corrosion are excluded from the service contract for these items. The Contractor shall be responsible for providing these materials and services at no additional cost to PATH.
- C. The supervision of the agreement for such service contractor (where the agreement shall cover the furnishing of labor, materials and services for Johnson Temperature and Humidity Controls, Pneumatic Control Systems and Johnson Control Centers).
- D. In addition to the Contractor's supervision of the PATH contract for the Johnson Controls, the Contractor shall supervise the contractor's performance of and completion as necessary

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of the daily work orders. If any of these work orders conflict with the procedures provided under the Johnson Controls maintenance contract the Contractor shall review with the Superintendent all revised procedures to be implemented.

- E. The Contractor shall perform the following specific functions as related to the supervision of the Johnson Controls Contract:
- 1) The Contractor shall provide to the staff of the contractor servicing the Johnson Controls, or any updated system, reasonable access to all areas that are higher than ten (10) feet above the floor. This access shall include the furnishing of ladders, platforms and/or scaffolding as required.
 - 2) The Contractor shall remove obstructions or obstacles that impede the Johnson Controls Maintenance Contractor's staff in their performance of their maintenance functions.
 - 3) As directed by the Superintendent the Contractor shall provide "stand-by" labor as indicated in the Johnson Controls contract.
 - 4) The Contractor shall remove and reinstall all malfunctioning pneumatic control valves for repair or overhaul by the maintenance contractor. In addition, the Contractor shall replace all damaged carpeting and ceiling finishes damaged as a result of malfunctioning or leaking manual and pneumatic control valves.

4. Scope of Work #4 – Fire Protection Systems

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment, supplies and materials, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the JSTC fire protection and sprinkler systems, including the functions specified below:

- A. The operation and maintenance of the complete fire standpipe and sprinkler systems for the JSTC Administrative building, the Bus Terminal and both automobile parking levels, including but not limited to all piping, risers, valves, pipe heating cables, pumps and associated controllers, fire hoses and hose racks, Siamese connections and associated check valves, water meters and water service equipment, drains and condensation collection devices, and ancillary equipment.
- B. The operation and maintenance of the complete dry pipe sprinkler system for the bus terminal and automobile parking levels and of the complete wet pipe sprinkler system for the concourse, office tower and all ancillary equipment and service connections, including all piping, pipe hangers, pipe supports, sprinkler heads, valves (including alarm check valves and dry pipe valves), seals, signs, tags, and all tests required by the Superintendent.
- C. The operation and maintenance of all heat tracing elements and related controls on piping systems located outside heated areas. Operation and maintenance of all drip drums on dry sprinklers shall increase as required during winter months.

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- D. The operation and maintenance of all controls and interlocking control wiring, excepting those services provided for by PATH's contract for maintenance of the JSTC smoke detection and alarm signaling systems. The Contractor's management, operating and maintenance personnel shall interface with the contractor responsible for the aforementioned smoke detection and fire alarm signaling systems as necessary to ensure proper operation of fire protections systems. This shall include, but not be limited to, any chemical extinguishing systems on site.
- E. The inspection, recharging and replacement of all portable and semi-portable fire extinguishing equipment required for facility operations but exclusive of similar equipment utilized for other than facility operations by various PATH operating units. Recharging, replacement and hydrostatic testing of fire extinguishing equipment shall be at the Contractor's expense. A log shall be maintained on-site to indicate frequency of testing and charging of portable extinguishing units.
- F. The recording of all data relating to the maintenance of the machinery and equipment, and administration of the maintenance program related thereto, including the preparation of appropriate equipment record card forms.
- G. The preparation and submission of reports as directed by the Superintendent, stating the condition of all equipment along with any recommendations for corrective actions relative thereto which would improve reliability, decrease maintenance and operating cost, or result in energy conservation.
- H. The maintenance of a sufficient quantity of specialized tools and replacement parts on site for the maintenance of the JSTC fire protection systems, to include but not be limited to spanners, wrenches, sprinkler heads of the proper temperature and type, fire hoses, Siamese connections and check valve components. The Contractor shall submit to the Superintendent a listing of all such equipment and supplies together with their locations annually.
- I. The replacement of all sprinkler or fire standpipe piping caused by deterioration or damaged due to freezing shall be included in the Contractor's responsibilities and shall be performed by the Contractor at no additional cost to PATH.
- J. The testing, inspection, racking and replacement of all fire hose shall be performed by the Contractor at no additional cost to PATH.

5. Scope of Work #5 – Water Treatment

- A. The Contractor shall carry out the comprehensive water treatment program for the mechanical systems at JSTC and shall supply the labor, supervision, administration, and equipment necessary and proper for the satisfactory performance of said program, to include, but not limited be to, the functions specified below. The program will be monitored

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by a qualified water treatment consultant and will be provided with chemicals through a separate Port Authority/PATH multi-facility contract.

- 1) The operation and maintenance of the water treatment system for the condenser water, chilled water and hot water heating systems, and for the steam boilers.
- 2) The Contractor will be provided with the technical services of a qualified water treatment consultant under a Port Authority/PATH multi-facility contract approved by the Superintendent. The consultant will review the Contractor's water treatment program and provide periodic reports not less than every month on said program along with any revisions to the Contractor's procedures.
- 3) The Contractor shall take water samples on a daily basis for the inlet water to the boilers and for the closed water systems at not more than every two day intervals and shall furnish the Superintendent or Chief Maintenance Supervisor on a periodic basis not less than once each month a written report of his findings and recommendations, highlighting any unusual determinations.

B. PATH will supply all the materials for the water treatment system.

6. Scope of Work #6 – Electrical Systems

The Contractor shall furnish and supply all labor, materials, supplies, tools and equipment and administration necessary and proper for the performance of the functions and items specified below for the electrical systems.

- A. Operation and maintenance of the Facility electrical power distribution system: e.g., 460/265 and 208/120 volt systems and systems utilizing other voltage levels, including but not limited to all overcurrent protection devices, wiring, conduit systems, switchgear, energy control and monitoring devices.
- B. Operation and maintenance of the (2) two diesel and two (2) natural gas generators, the emergency electrical distribution system, auto transfer switches and related controls.
- C. Operation and maintenance of all electric motors and controllers for the following:
 - 1) Heating, ventilating and air conditioning systems, including fan motors and filter advance mechanisms and controls.
 - 2) Fire pumps
 - 3) Domestic Water pumps
 - 4) Mechanical systems
 - 5) Miscellaneous motors
- D. Operation and maintenance of all infrared heaters and controls, including those installed on the Fare Zone Level of JSTC.

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- E. Operation and maintenance of miscellaneous systems including but not limited to aviation obstruction lighting (helicopter warning lights) illuminated signs and directories, column-mounted interior and exterior signs, lightning protectors and all miscellaneous electrical systems.
- F. Relocation and installation of electrical branch and feeder wiring circuits and termination devices, lighting fixtures and other types of electrical consumption devices.
- G. Relocation and installation of computer cabling for PATH's teleprocessing equipment, terminals and output devices.
- H. Operation and maintenance and relamping of all electrical lighting systems in accordance with the work order and the furnishing and installation of the fluorescent lamps, including those contained in workstations, and ballasts as required to correct lighting fixture malfunctions. Relamping and cleaning of incandescent, high intensity discharge and fluorescent lighting fixtures shall be in accordance with the work orders. All other relamping shall be performed on a spot basis. Spot relamping shall be completed within one day of notification to the Contractor for interior areas or one week for exterior areas, unless otherwise permitted by the Superintendent. All relamping shall be performed at hours when it will not interfere with the normal operation of JSTC.
- I. The Contractor shall perform all non-routine electrical maintenance and installation activities, in addition to routine activities, as directed by the Superintendent. While performing repair work, the Contractor shall determine the cause necessitating such repair. If the breakdown was not caused by a breakdown in the electrical system, but results from other defects (e.g., leaks, improper insulation, excessive heat or moisture etc.), before continuing repairs, he shall report such finding to the Superintendent and shall additionally take such precautions as may be necessary to protect all personnel from unsafe conditions.
- J. In addition to the prescribed Fire Protection System operation and maintenance requirements, all fire protection signaling circuits shall be checked monthly by activating a different device on each circuit every month. The Contractor shall interface with the contractor performing service of the JSTC fire alarm and signaling system and shall ensure that each such circuit has been satisfactorily tested.

7. Scope of Work #7 – General Utility Maintenance

The Contractor shall furnish and supply the labor, supervision, materials, equipment, supplies and administration necessary or proper for general utility maintenance and repair at the Journal Square Transportation Center. The Contractor, as directed by the Superintendent, shall also provide a variety of services in the mechanical, plumbing, electrical, structural and general utility areas. Such assistance, repairs and service shall include but not be limited to the following:

- A. Disassemble, relocate and reassemble all facility office partitions, including telephone, power and office automation connectors and restoration of all surfaces to an acceptable condition.

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- B. Repair and/or replace defective hardware, including but not limited to door hinges and closers. If required by the Superintendent, overhaul of door closers by authorized service vendors shall be arranged by the Contractor on a net cost basis.
- C. Remove and replace defective ceramic and resilient flooring materials, including vinyl type, quarry and mosaic tile. All carpet tile repairs and repairs of a “minor” nature shall be made by the Contractor as part of this Scope of Work.
- D. Repair and maintain all finished woodwork, including wooden doors, handrails, wood caps, shower benches and wood trim.
- E. Remove and replace broken glass and mirrors located at JSTC Office tower and consumer space (windows excepted).
- F. Repair damaged banisters. Refinishing of banisters shall be as required.
- G. Refinish interior surfaces, as required and repaint mechanical and electrical equipment, piping and surfaces, as required.
- H. Repair and maintain all vinyl painted and tile wall surfaces.
- I. Repair and/or refinish terrazzo surfaces.
- J. Repair and/or replace acoustical ceiling materials, including ceiling tiles, grid work and hangers.
- K. Repair and/or refinish all aluminum surfaces, soffits, covers and trim.
- L. Switch on, off or reverse direction of all escalators.
- M. Erect barriers and rope off areas as required or as directed by the Superintendent.
- N. Upon request, uncrate materials received by PATH.
- O. Set up and break down holiday and special event displays, signs and posters.
- P. Maintain all flagpoles and halyards.
- Q. Repair damaged roadways, ramps, bus platforms and parking levels as required.
- R. Perform plumbing repairs as directed by the Superintendent, including repairs required in all restrooms and toilet areas.
- S. Maintain a current reference and knowledge of the location of all electrical switches and circuit breakers and plumbing shutoffs and valves.

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- T. Maintain and operate trash compactor.
- U. During inclement weather, install safety matting as required.
- V. Maintain and repair sanitary napkin dispensers and disposals.
- W. Log utility meter readings once a month.
- X. The repair of any miscellaneous concrete items, such as sidewalks, concrete decks, columns, etc., that have been damaged due to chipping, cracking or spalling.
- Y. Maintenance and repair of all interior and exterior expansion joints and appurtenances.
- Z. The repair of damaged architectural precast units, including patching to match existing finish.
- AA. Maintenance and repair of masonry, including brick, concrete block and granite block.
- BB. Maintenance and repair of all miscellaneous and ornamental metal items, including chain link fences, steel ladders, deck drains, aluminum louvers, grilles and panels, guard rails, corner guards, crash barriers, fascias, soffits and skirt panels.
- CC. The maintenance and repair of doors, including hollow metal doors, glass entrance doors, aluminum doors and aluminum roll up doors.
- DD. Maintenance and repair of all stairways, including masonry stair treads, risers and landings and metal safety treads.
- EE. Maintenance and repair of all roof drains, expansion joints, gutters, down spouts and skylights.
- FF. Maintenance and repair all roofing, waterproofing and weatherproofing items, including weather-stripping.
- GG. Maintain miscellaneous caulking including, but not limited to, all horizontal and vertical control and construction joints.
- HH. Snow removal operations in extreme circumstances, as determined by the Superintendent.
- II. Inspection and maintenance of defibrillators, to include battery and pad replacement (as provide by PATH), and data entry into PATH's online support application.

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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.

PATH – shall mean the Port Authority Trans-Hudson Corporation.

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/General Manager – shall mean the Director/General Manager of PATH which operates the facility of PATH 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.

Superintendent/Manager – shall mean the Superintendent/Manager of the PATH Division responsible for operating the said Facility for the time being or his/her successor in duties for the purpose of this Contract, acting personally or through his/her duly authorized representative for the purpose of this Contract.

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

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 PATH

- 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 PATH 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 PATH for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. PATH 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 PATH shall be available for review by the Contractor at the Office of the Director/General Manager of PATH.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of PATH or 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 PATH or 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 Director, officer, agent or employee of PATH is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and 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, PATH, their Directors, 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 PATH 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 and PATH 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 PATH's consent to enter into this Contract and that without such provisions, PATH would not have entered into this Contract.

4. Personal Non-Liability

Neither the Directors of PATH, the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee of PATH or the Port Authority, 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 PATH

PATH 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 PATH 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 PATH shall not be deemed to limit any other rights or remedies which PATH would have in the absence of such enumeration; and no exercise by PATH 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 PATH, the Contractor expressly agrees that no default, act or omission of PATH 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 PATH, 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 PATH 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 PATH, 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 PATH, 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, PATH 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 PATH deems necessary and without cost to PATH. 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 PATH, it shall give the Contractor notice thereof, which notice may be oral. No exercise by PATH 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 PATH 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 PATH and the public as may be directed by PATH.

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 PATH, 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 PATH 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 PATH 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 PATH's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, PATH 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

- 2. 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 PATH 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 PATH or the Port Authority on behalf of PATH (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, PATH 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 PATH 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 PATH 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 PATH shall be deemed to be a waiver of the right of PATH to terminate this Contract or of any other right or remedies to which PATH may be entitled because of any breach thereof. No waiver by PATH 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 PATH 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 PATH 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 PATH 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 PATH 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 PATH 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 PATH or the Port Authority and the Contractor (including its obligation to PATH or 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 PATH or 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 PATH or the Port Authority and the Contractor is made against the Port Authority or PATH or (3) any subcontractor under this Contract or any other agreement between PATH or 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 PATH or the Port Authority and the Contractor or if in the opinion of PATH or the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority or PATH, as applicable, shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as PATH 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 PATH 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 PATH 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 PATH does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of PATH to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by

PATH 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, PATH 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 PATH has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse PATH, or if PATH 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 PATH the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of PATH's statement therefore. PATH may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If PATH 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 PATH any such amount promptly upon receipt of PATH's statement therefore.
- k. PATH 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 PATH 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, PATH'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 PATH 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 PATH will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

PATH 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 PATH 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 PATH 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 PATH 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 PATH 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 PATH has notified the Contractor in writing of a pending claim by PATH 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 Superintendent/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 PATH of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to PATH from time to time such written reports in connection with its operations hereunder as PATH may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to PATH shall be subject to the continuing approval of PATH.
- b. No provision in this Contract giving PATH 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 Superintendent/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 PATH or 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 Superintendent/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 Superintendent/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 PATH 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, 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 PATH 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 PATH that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by PATH 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 PATH 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 PATH, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to PATH.
- 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 PATH to such subcontractor or to give the subcontractor any rights against PATH.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless PATH, the Port Authority, their Directors, 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 PATH and 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, of PATH, of the Port Authority, third persons (including Contractor's employees, employees, officers, and agents of PATH and 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, PATH, the Port Authority, or third persons (including Contractor's employees, employees, officers, and agents of PATH and the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of PATH or the Port Authority, as applicable, done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify PATH and 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 PATH or 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 PATH, repair, replace or rebuild to the satisfaction of PATH or the Port Authority, as applicable, 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 PATH or the Port Authority, as applicable, may, at its option, perform any of the foregoing work and the Contractor shall pay to PATH or the Port Authority as applicable 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, the Port Authority or PATH, 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, the Port Authority or PATH.

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 or PATH, the immunity of the Port Authority or PATH, their Directors, Commissioners, officers, agents or employees, the governmental nature of the Port Authority or PATH or the provision of any statutes respecting suits against PATH or the Port Authority.

Neither the requirements of PATH under this Contract, nor of PATH of the methods of performance hereunder nor the failure of PATH to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of PATH 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 PATH of the methods of furnishing services hereunder nor the failure of PATH to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of PATH 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 Superintendent/Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by PATH for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of PATH 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 PATH 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 PATH (or the Port Authority, as applicable).

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 Superintendent/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 PATH. No equipment or facilities of PATH 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 PATH 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 PATH 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 PATH; 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 PATH as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to PATH upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by PATH and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon PATH 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/PATH 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/ PATH 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/PATH and it shall be incumbent upon the Contractor to obtain the most current list from the Superintendent/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/PATH 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 PATH/the Port Authority or its employees or agents, PATH/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 PATH and 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 PATH or the 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, the Port Authority or PATH, 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 PATH, or the Port Authority as applicable, against infringement, then PATH, or the Port Authority as applicable, may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Superintendent/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 PATH or the Port Authority, as applicable, or take such steps as may be necessary to insure compliance by the Contractor, and PATH (or the Port Authority, as applicable) with said injunction, to the satisfaction of PATH or the Port Authority as applicable.

In addition, the Contractor shall promptly and fully inform the Director/General Manager 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 PATH (or the Port Authority as applicable), and PATH (or the Port Authority as applicable) 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 PATH (or the Port Authority as applicable), the Contractor shall make available to the designated PATH (or the Port Authority as applicable) 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 Superintendent/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 Superintendent/Manager. The Contractor shall conform to the procedures as may be established by the Superintendent/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 Superintendent/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 Superintendent/Manager during the term of the Contract.

33. Notification of Security Requirements

PATH 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, PATH 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 or PATH 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 and PATH reserve 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 and/or PATH.

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

- Contractor/ Subcontractor identity checks and background screening

PATH and 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 and/or PATH. The Contractor and subcontractors may also be required to use an organization designated by the Authority and/or PATH 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 a Port Authority or PATH construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority and/or PATH. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority and/or PATH 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/or PATH and shall be returned to the Authority and/or PATH 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 and/or PATH 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 or PATH 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 and/or PATH construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police, Authority or PATH 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 or PATH 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 or PATH construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority or PATH. 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 or PATH 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 and PATH 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 or PATH 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 and/or PATH 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 PATH 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 Superintendent/Manager to obtain a PATH 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 PATH 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 PATH, 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 PATH 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 PATH 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/General Manager 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 PATH (or the Port Authority as applicable) 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 PATH (or the Port

Authority as applicable). Such approval may be withheld if for any reason PATH 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 | Election Day |
| Memorial Day | Veterans Day |
| Independence Day | Thanksgiving Day |
| | 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 Superintendent/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 Superintendent/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 Superintendent/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 Superintendent/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 Superintendent/Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Superintendent/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.

PATH 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 PATH 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 Superintendent/Manager, PATH 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 Superintendent/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 PATH for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper 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 Superintendent/Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Superintendent/Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Superintendent/Manager and shall perform the Work hereunder to the satisfaction of the Superintendent/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 Superintendent/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 Superintendent/Manager objects. Upon request, the Superintendent/Manager shall confirm in writing any oral order, direction, requirement or determination.

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