



REQUEST FOR QUOTATION

<p>Contact person/Telephone Larry Waxman/201-395-3451</p>	<p>Collective# 0000040170 Bid Due Date 11/20/2014 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: New Jersey Office Facilities NY</p>
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Quantity	Description	Unit Price	Total
	<p>WIRE ROPE SUSPENDER PROGRAM GWB FOR THE GEORGE WASHINGTON BRIDGE. REQUEST FOR QUOTATION (RFQ) INCLUDING ATTACHMENTS: DESCRIPTION OF ORDER, ATTACHMENT A SPECIFICATIONS, ATTACHMENT B DRAWINGS AND ATTACHMENT C INSURANCE.</p> <p>QUOTE FOB DELIVERED PRICING ON ALL ITEMS.</p> <p>IN THE EVENT OF AN ORDER ADVISE DELIVERY IN _____ DAYS A.R.O.</p> <p>ALONG WITH BID RESPONSE ADVISE EQUIPMENT TO BE OFFERED: MANUFACTURER NAME: _____ PLANT LOCATION: _____ STORAGE LOCATION: _____ MAKE/MODEL/PART NUMBER: _____ -----</p> <p>PRICE SHEET SECTION: Item 1: 1500 linear feet (exclusive of all materials required for testing) of 2-7/8" diameter ASTM A603 Galvanized Rope Class "A" Coating</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed _____
 Firm Name _____
 Telephone number _____ Date _____
 Fax Number _____
 Federal Taxpayer ID _____

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

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 Firm Name _____



REQUEST FOR QUOTATION

Bid Due Date
11/20/2014

Quantity	Description	Unit Price		Total	
	<p>ITEM 1: PER FOOT PRICE TIMES 1500 FEET EQUALS \$_____ TOTAL.</p> <p>Item 2: Cutting rope section and cap with F-2574 Galvanized Carbon Steel Type Number 8 Anchor socket, (socket is not casted) at each end (ESTIMATED 5 cut lengths with 10 sockets installed)</p> <p>ITEM 2: Cut & cap with 2 sockets per section: 5 TIMES \$_____ each EQUALS = \$ _____ TOTAL.</p> <p>Item 3: Storage of wire rope spool at manufacturer's site including all labor and equipment necessary to store spool in an environment clean of dust and excessive moisture (storage fee on a lump sum fee per QUARTER PERIOD (3 MONTHS PER QUARTER) begins the day after successful completion of manufactured rope material).</p> <p>ITEM 3: Storage fee (up to 36 MONTHS per month. QUARTER PERIODS AT \$_____ PER QUARTER TIMES 12 QUARTER PERIODS EQUALS \$_____. TOTAL</p> <p>Item 4: Delivery to George Washington Bridge - New York Anchorage at Riverside Drive in New York City, NY (Fee regardless of QUANTITY/WEIGHT/LENGTHS to be delivered).</p> <p>ITEM 4: Delivery fee AT \$_____ EACH TIMES 8</p>				
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS		Total Delivered Price	

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Quantity	Description	Unit Price		Total	
	<p>ESTIMATED DELIVERIES EQUALS \$_____ .TOTAL</p> <p>TOTAL ESTIMATED AMOUNT: \$_____ . (SUM OF ITEM 1 THROUGH 4)</p> <p>A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____ .</p> <p>QUESTIONS ONLY CONTACT: LARRY WAXMAN TEL: 201 395 3451 OR EMAIL: Lwaxman@panynj.gov</p>				
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>			
		<p>Total Delivered Price</p>			

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Bid Due Date
11/20/2014

Quantity	Description	Unit Price	Total
	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p>		
	<p>1500' of 2-7/8" Diameter Galvanized rope</p>		
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>	<p>Total Delivered Price</p>

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Firm Name _____



REQUEST FOR QUOTATION

Bid Due Date
 11/20/2014

Quantity	Description	Unit Price		Total
1.00	<p>The item covers the following services: B04-924161 GWB Suspender Rope Replacemen</p>			
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS		Total Delivered Price

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 Firm Name _____
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 Fax Number _____
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 Signed _____ Date _____
 Firm Name _____

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (201) 395-3405 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
14. Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

Description Of Purchase Order:

All materials ordered and purchased under this Contract, and stored off-site (not at the Facility), shall be tagged as follows: "These materials are the wholly-owned property of the Port Authority of New York and New Jersey and title to said materials is in the name of the Port Authority of New York and New Jersey."

The Vendor (including the shipping company used to deliver the subject materials) shall immediately notify the Port Authority of New York and New Jersey in the event of, and prior to, a foreclosure, sheriff's sale, tax sale, or any other attempt relating to appropriation of the materials at an off-site location, other than for use on the subject Work under this Contract, as time is of the essence, enabling the Port Authority of New York and New Jersey, or representative acting on its behalf, to make necessary arrangements to physically obtain the subject materials.

- Furnish and deliver galvanized structural steel wire rope per Attachment A (specifications), Attachment B (drawings) and Attachment C (insurance requirements) in accordance with the schedule of payments detailed in the Purchase Order.
 - Fabricate and furnish 1500 linear feet (minus zero feet plus one foot) of 2-7/8" diameter Structural Rope with class "A" Galvanized Coating conforming to ASTM A603. Rope construction shall be based on the configuration of wires of varying strengths as shown on Drawing 500-3 from Contract HRB- 5B (contained in Attachment B).
 - Cutting fabricated wire rope to the specified length with pair of galvanized carbon steel Type 8A anchor socket machined from steel conforming to ASTM A576 and galvanized in accordance with ASTM A123 in accordance with details shown on referenced drawing 500-2 in Contract HRB-5B (contained in Attachment B) affixed at both ends of the wire rope cut. Estimated number of cuts required = 5 with estimated 10 sockets to be affixed.
 - Monthly storage of above manufactured rope in an environment free of dust, debris and climate controlled condition for estimated 36 months. Fee includes all labor, material and equipment necessary for such storage and shall begin the day after successful completion of the manufactured rope.
 - Delivery charge to George Washington Bridge (regardless of quantity to be delivered at a time). Estimated number of deliveries = 8. The Authority shall not be responsible for payment of tolls.
- Vendor shall include fabrication of rope, storage of fabrication rope, preparation of rope upon notification from the Authority of the length required, installation of anchor sockets to both ends of the rope, proper handling (wrapped and spooled) and transportation to the location below upon completion of the socket installation within 5 days of notification of length required, to the satisfaction of the Authority.

Delivery location:

George Washington Bridge - New York Anchorage (off Riverside Drive) in NYC

Note: Check-in at Bridge Operations Desk within the GWB Administration Building, located at 220 Bruce Reynolds Boulevard (Bridge Plaza South) in Fort Lee, New Jersey.

At the end of estimated storage duration or at the request of the Authority, vendor shall deliver to the Authority any remaining unused fabricated rope and sockets within 10 days of notification to the Authority of such delivery.

VENDOR NOTE: Award of this PO is contingent on the low bidder providing shop drawings of the fabricated rope and sockets (detailed below) with the bid or within five business days after submittal of the bid for the Port Authority's review and approval.

- I. The shop drawings shall contain all dimensional and geometric information, including certification of the wires to be used for fabrication. Materials shall not be ordered or fabricated before the shop drawings are approved.
 - II. Prior to review of the shop drawings by the Engineer, such shop drawings shall have been reviewed and approved by the Vendor and shall be stamped to indicate such by the Vendor. Such approval by the Vendor shall constitute the Vendor's representation that the Vendor has verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and has reviewed or coordinated each shop drawing with other shop drawings and samples and with the requirements of the Purchase Order and Specifications.
 - III. Shop drawings shall include layouts and details showing the type of steel for each member, sizes of members, connections, cuts, copes, cope reinforcing, bolts, welds and other pertinent data. Provisions for the connection of any other work shall be indicated on the shop drawings. Shop drawings shall be submitted in complete packages so that individual parts and the assembled unit may be reviewed together. Index sheets shall be furnished with all beam, girder and column details at the same time the details are submitted for review.
 - IV. The review of shop drawings by the Engineer shall not in any way relieve the Vendor from the responsibility for all required detailing, the responsibility for the proper fitting of the Work in strict conformance with the purchase order requirements) and from the necessity of furnishing material and workmanship required by these Specifications in addition to that indicated on the shop drawings.
 - V. The Vendor shall supply a complete set of stamped, approved drawings to the Authority's representative at the fabrication shop prior to the commencement of any fabrication.
2. Inspections of vendor's site prior to and during rope fabrication may be performed by the Authority's Materials Research Division in Engineering Department. The Fabricator's Quality Control Plan shall be submitted to the Engineer for review and approval. The Engineer may elect to inspect the fabrication shop to verify that the fabrication is performed in accordance with contract documents and that the shop is operated in accordance with the Quality Control Plan. At a minimum, the Quality Control Plan for Fabrication shall address all the items listed:
- i. Organizational chart indicating specific names and titles of personnel (such as Project Manager handling this purchase order) clearly identifying the reporting structure of personnel and the qualifications of the individuals responsible for implementing the program.

- ii. Material traceability, indicating the procedure used to identify each individual piece mark and its components that can be traced to a specific heat number on mill test reports.
- iii. A detailed schedule for the duration of fabrication at the shop. The schedule shall show, at a minimum, the start and end dates for ordering material, cutting material, fabricating material, painting material, and shipping material. If the schedule changes, a revised schedule shall be submitted "For Information Only."

GEORGE WASHINGTON BRIDGE - SUSPENDER ROPE REPLACEMENT

Bid
40170

Materials Purchase Order SAP# 10094772

Charge Code: B04-924161

ATTACHMENT A

SPECIFICATIONS:

1. Wire for Suspender Ropes shall conform to the requirements of ASTM designation A603 with Class A galvanizing. The wire rope construction shall be 6x37 with an Independent Wire Rope Core (IWRC). Wire gauges and strengths shall be at a minimum as specified on Drawing 500-3 from Contract HRB-5B contained in Attachment B – Drawings. Wires used within the suspender rope shall not be spliced.
2. NOTE TO BIDDERS AND SUCCESSFUL VENDOR: The Port Authority shall pay for materials that have passed certifications detailed in the specifications. Materials that do not meet these certifications will not be compensated.
3. The breaking strength of the suspender rope shall be tested by full-scale breaking tests. The suspender ropes shall have an ultimate strength of not less than 734,000 pounds and shall be pre-stretched to obtain a modulus of elasticity not less than 18,000 ksi. The vendor shall provide to the Authority for review and approval certified tests results by an independent laboratory that the minimum ultimate strength and modulus of elasticity was achieved during the full scale breaking test.
4. Suspender Ropes shall be pre-stretched to 50% of the nominal ultimate capacity. The wire rope supplier may perform the pre-stretching test. The prestretching procedure shall be submitted to the Authority for review and approval.
5. One sample from each manufactured length of rope shall be cut, socketed and tested to ascertain the specified capacity of the rope. The length of the test specimen shall be as approved by the Port Authority. Ropes tested shall have strain measurements made to determine the elastic behavior of the rope. Modulus of elasticity shall be determined by the use of an extensometer having a 100-inch gauge length. A stress-strain curve shall be plotted for the test results. From this curve, the modulus of elasticity shall be computed. Throughout the range from 10% to 50% of the breaking strength, the modulus of elasticity shall not be less than the specified minimum of 18,000,000 psi. The areas to be used in computing the modulus of elasticity shall be not less than the specified minimum of 18,000,000 psi. The areas to be used in computing the modulus of elasticity is the sum of the gross area (including galvanizing) of all the wires in the rope. Prior to testing of straight specimens of rope, the specimen shall be stressed in the testing machine to an accurately measured load of 55% of the breaking strength, following which the load shall be released and the test commenced.
6. A minimum of four (4) each galvanized carbon steel Type 8 Anchor socket machined from steel conforming to ASTM A576 and galvanized in accordance with ASTM A123 in accordance with details shown on referenced drawing 500-2 in Contract HRB. Sockets used for testing capacity of the rope and for qualifying the socketing procedure shall be

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new and identical to those specified for the permanent suspenders. Sockets used for testing shall not be incorporated into the permanent work.

7. The vendor shall prepare and submit to the Authority for approval the suspender socket details and a socketing procedure, which shall be tested and witnessed by the Authority. The socketing procedure shall include as a minimum:

- Preparation of the broom.
- Method of cleaning of the wires and of the shell including use of any EPA approved detergent.
- Description of the apparatus to hold the rope and shell in-place before casting.
- Temperature of the zinc before casting.
- Temperature of the socket before casting.
- Length of time of the operation and when the heating agents are turned on and off.

The specimen shall be loaded to failure and slip (pull-out of rope) shall be measured. During the test, the assembly of suspender and socket shall be tensioned. A record shall be kept of load deformation up to the value where the rope deformation deviates from a linear behavior. The modulus of elasticity shall be measured at service load. The average pull-out shall not exceed 0.16 times the rope diameter and the maximum pullout shall not exceed 0.2 times the rope diameter. Exceeding these values may be cause for rejection of the socketing procedure. All wires shall fail after the nominal strength of the suspender is reached and there shall be no pull-out or loosening of the wires within the socket.

All zinc components shall be certified to have 99.90% zinc without traces of lead.

8. The length of the socketed suspender ropes (L) shall be cut within an accuracy of $L/5,000$ or 0.25 inch – whichever is larger.
9. Storage of above materials in an secured and protected environment free of dust and debris conditions through the end of 2017.
10. Quote shall include fabrication of rope, storage of fabricated rope, preparation of rope upon notification from the Authority of the length required (assume maximum of 2 cuts to the fabricated rope will be required), installation of anchor sockets to both ends of the rope, proper handling (wrapped and spooled) and transportation to the location below upon completion of the socket installation within 5 days of notification of length required, to the satisfaction of the Authority.
- George Washington Bridge located in Fort Lee, New Jersey
 - Upon check-in at Bridge Operations Desk within the GWB Administration Building, located at 220 Bruce Reynolds Boulevard (Bridge Plaza South) in Fort Lee, New Jersey, the delivery will proceed across the George Washington Bridge to the New York Anchorage (off of Riverside Drive) in New York City

11. At the end of 2017, vendor shall deliver to the Authority any remaining unused fabricated rope and sockets within 10 days of notification to the Authority of such delivery.
12. Award of this PO is contingent on the low bidder providing shop drawings of the fabricated rope and sockets for the Authority's approval. Vendor to provide detailed shop drawings within 10 days after notification by the Authority as low bidder on this PO. Shop drawings shall conform to the following:
 - I. The shop drawings shall contain all dimensional and geometric information. Materials shall not be ordered, fabricated before the shop drawings have been approved.
 - II. Prior to review of the shop drawings by the Engineer, such shop drawings shall have been reviewed and approved by the Vendor and shall be stamped to indicate this by the Vendor. Such approval by the Vendor shall constitute the Vendor's representation that the Vendor has verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and has reviewed or coordinated each shop drawing with other shop drawings and samples and with the requirements of the Purchase Order and the Contract Drawings and Specifications.
 - III. Shop drawings shall include layouts and details showing the type of steel for each member, sizes of members, connections, cuts, copes, cope reinforcing, bolts, welds and other pertinent data. Provisions for the connection of any other work shall be indicated on the shop drawings.
 - IV. Shop drawings shall be submitted in complete packages so that individual parts and the assembled unit may be reviewed together. Index sheets shall be furnished with all beam, girder and column details at the same time the details are submitted for review.
 - V. The review of shop drawings by the Engineer shall not in any way relieve the Vendor from the responsibility for all required detailing, [the responsibility for the proper fitting of the Work in strict conformance with the Contract requirements] and from the necessity of furnishing material and workmanship required by Contract Drawings and Specifications in addition to that indicated on the shop drawings
 - VI. The Vendor shall supply a complete set of stamped, approved drawings to the Authority Quality Assurance representative at the fabrication shop prior to the commencement of any fabrication.
13. Inspections of vendor's site prior to and during rope fabrication may be performed by the Authority's Materials Research Division in Engineering Department. The Fabricator's Quality Control Plan shall be submitted to the Engineer for review and approval. The Engineer may elect to inspect the fabrication shop to verify that the fabrication is performed in accordance with contract documents and that the shop is operated in

accordance with the Quality Control Plan. At a minimum, the Quality Control Plan for fabrication shall address all the items listed:

- i. Organizational chart indicating specific names and titles of personnel clearly identifying the reporting structure of personnel and the qualifications of the individuals responsible for implementing the program.
- ii. Material traceability, indicating the procedure used to identify each individual piece mark and its components that can be traced to a specific heat number on mill test reports.
- iii. A detailed schedule for the duration of fabrication at the shop. The schedule shall show, at a minimum, the start and end dates for ordering material, cutting material, fabricating material, painting material, and shipping material. If the schedule changes, a revised schedule shall be submitted For Information Only.
- iv. A brief statement that explains the amount of steel, in tons, the shop is fabricating and the application(s) the fabrication is intended.

END OF SECTION

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GEORGE WASHINGTON BRIDGE - SUSPENDER ROPE REPLACEMENT BID 40170

Materials Purchase Order SAP# 10094772

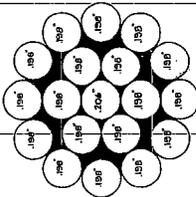
Charge Code: B04-924161

ATTACHMENT B

DRAWINGS

Sheet 500-2 (from Contract HRB-5B) entitled, "Strand Shoes Suspender Sockets"

Sheet 500-3 (from Contract HRB-5B) entitled, "2-7/8" Dia. Suspender Rope"

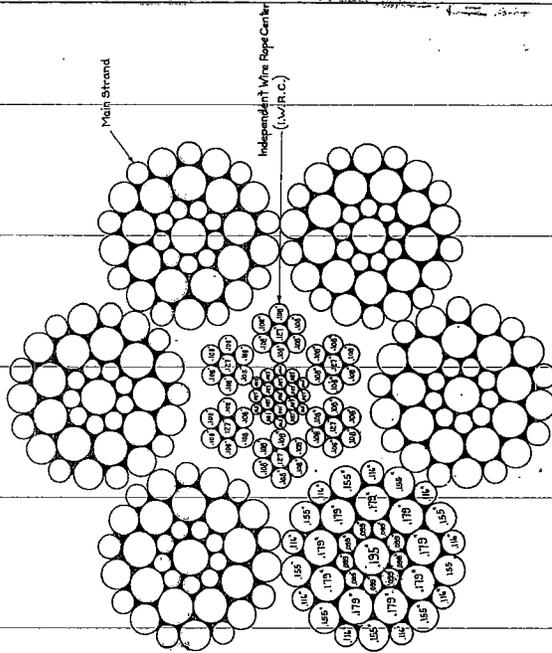


1" Dia Hand Rail Strand

No. of Wires	Dis.	Strength
1	.204	100,000 lbs.
6	.188	100,000 lbs.
12	.187	100,000 lbs.

Total area of strand - .204"
 Weight Lay for Operation 22 lbs per ft.
 do. 2nd do. 7
 do. 3rd do. 12

The Estimated Strength of this Strand is 105,000 Lbs.



2 1/8" Dia. Suspender Rope

Main Strands		I.W.R.C.	
No. of Wires	Dis.	Strength	Dis.
54	.089	285,000 lbs.	.208
54	.116	285,000 lbs.	.207
54	.128	285,000 lbs.	.207
54	.178	285,000 lbs.	.207
6	.185	285,000 lbs.	.127
TOTALS		1,260,000	

Total Area of Rope 4.048 sq in
 Weight 4.5 lbs per ft. I.W.R.C.
 Main Strand Lay 10°
 Rope Lay 25°

Outside Strand Lay 2 5/8"
 Inside do. 2 1/2"
 Rope do. 7"

THE PORT OF NEW YORK'S AUTHORITY
 HUDSON RIVER BRIDGE
 FORT WASHINGTON-FORT LEE
 2 1/8" DIA. SUSPENDER ROPE AND
 1" DIA. HAND RAIL STRAND
 CONTRACT NO. H.R.B. 100

JOHN ALBRECHTSON & SONS, CO., HENTON, PA.	
DATE	NO.
JULY 1918	100
APPROVED	
FOR THE PORT OF NEW YORK'S AUTHORITY	

40th St. New York City
 Minimum Diameter of Strand in Wire 3/32" or 3/16"
 Diameter of Strand in Wire 3/16" or 3/8"
 1" Hand Rail Strand - Minimum Diameter of Wire 1/16"
 All Wires Galvanized

ATTACHMENT C

BID 4070

Insurance Procured by the Vendor

The Vendor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Vendor under this Purchase Order and, if vehicles are to be used to carry out the performance of this Purchase Order, then the Vendor 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 - \$ 2 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 "The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees and agents as additional insureds", 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 separation of insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Any and all excess and umbrella policies shall 'follow form' by conforming to the underlying policies. Furthermore, the Vendor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

These insurance requirements shall be in effect for the duration of the purchase order to include any maintenance/warranty/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 the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

If on Port Authority property, the Vendor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of 1a-092914w in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

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In addition, the Vendor shall take out, maintain and pay premiums on a policy of Warehouseman's legal liability with a minimum limit of \$50,000 per claim with the Port Authority of New York and New Jersey as the loss payee.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Attn: Facility Contract Administrator – Edward Varga, Senior Project Manager at Four World Trade Center – 22nd Floor (TB&T), 150 Greenwich Street, New York, NY 10006 and to the General Manager, Risk Management. (Reference to the CITS# below included.)

The Port Authority 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 Vendor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement and 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 the Port Authority, 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 Vendor shall suspend performance of the purchase order at the premises. If the purchase order is so suspended, no extension of time shall be due on account thereof. If the purchase order is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Vendor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority 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 Vendor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Vendor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Vendor under this purchase order. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Vendor against the obligations imposed on them by law or by this or any other purchase order. CITS#4633N