

REQUEST FOR QUOTATION

Vendor No., Name, Address (insert): Port Authority Buyer: John Santiago/212-435-4613/john.santiago@panynj.gov	<table style="width: 100%;"> <tr> <td>Collective/Bid#</td> <td>Bid Due Date</td> </tr> <tr> <td style="text-align: center;">53079</td> <td style="text-align: center;">05/30/2018</td> </tr> </table> <p>Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: PATH Consolidated Maintenance Facility 120 Academy Street Jersey City, NJ 07302</p>	Collective/Bid#	Bid Due Date	53079	05/30/2018
Collective/Bid#	Bid Due Date				
53079	05/30/2018				

Quantity	Description	Unit Price	Total
	Supply and Deliver Various Timber Rail Ties, per attached Specifications and Drawings, to PATH Ties to be manufactured in accordance with the attached "Port Authority Trans-Hudson Corporation Specifications for Timber Ties (Rev. August 23, 2017)"; Drawing TT-01 "Open Area Timber Ties"; and Drawing TT-02 "Tunnel Timber Tie." Enter FOB Delivered prices on the attached "Pricing Sheet - Bid #53079." Restate the "Total Delivered Price" in this Request for Quotation. Delivery to above Jersey City address shall be between 8:00am and 2:00pm, Monday through Friday. Lead time: _____ Source/location of ties: _____		
PLEASE QUOTE FULLY DELIVERED PRICES		PAYMENT TERMS	Total Delivered Price

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

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 TRANS-HUDSON CORPORATION opens this proposal.

Signed _____ Date _____

Firm Name _____

REQUEST FOR QUOTATION

Vendor No.	Bid # 53079 Bid Due Date 05/30/2018
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Quantity	Description	Unit Price	Total
	<p>This is a Formal Bid Invitation</p> <p>Bid Submission Instructions:</p> <p>Sealed Bids must be submitted to and received at the following address by the due date and time listed on this Request for Quotation, where they will be publicly opened and read:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007</p> <p>Clearly mark the outside of your envelope/package with "BID ENCLOSED", the Collective/Bid Number and Due Date, and your complete company name and address.</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. Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. There is extensive security at the World Trade Center Site.</p>		
	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAYMENT TERMS </div>		
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REQUEST FOR QUOTATION

Vendor No.	Bid # 53079 Bid Due Date 05/30/2018
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Quantity	Description	Unit Price	Total
	<p>Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.</p> <p>There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. The Port Authority assumes no responsibility for delays, including, but not limited to delays caused by any delivery service, building access procedure or security requirement.</p> <p>A valid government-issued photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.</p> <p>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-proposaladvertisements.html and download any addenda that might have been issued in connection with this solicitation.</p>		
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Firm Name _____

PA280/9-03

TERMS AND CONDITIONS

1. For the purposes of this Request For Quotations (RFQ), the terms "Authority," "Port Authority," or "PA" mean the Port Authority of New York and New Jersey and/or the Port Authority Trans Hudson Corporation ("PATH,") as applicable.
2. The Port Authority reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
3. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars. Unless otherwise specified, unit prices shall be quoted to two (2) decimal places.
4. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point freight included. Payment will not be made on partial deliveries unless authorized in advance by the PA and any discount, if applicable, will be taken on the total order.
5. Inspection and acceptance will be conducted at the delivery point, unless otherwise provided. Any risk of loss will be the seller's responsibility until such delivery and acceptance is made, unless loss results from negligence of the Authority.
6. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be quoted, but will not be considered in determining award.
7. Separate unit and total FOB delivered prices must be shown. In the event of a discrepancy between unit prices and total prices, unit prices will govern.
8. 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.
9. The PA shall have the absolute right to reject any or all quotes or to accept any quote in whole or part and to waive defects in quotes.
10. Unless "no substitute" or "no approved equal" is indicated, seller may offer alternate manufacturer/brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with its quote. Brand name or equal descriptions are used as a means to define the performance or other salient characteristics of procurements. In the subject RFQ, even if the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.
11. Acceptance of seller's offer will be only in writing, authorized by the PA. No changes shall be made to any agreement resulting from this RFQ, except in writing, authorized by the PA.
12. If the seller fails to perform in accordance with the terms of this RFQ, or the terms of any agreement resulting from this RFQ, 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, per order included in this RFQ, plus any other damages to the PA.
13. The PA may cancel this RFQ at any time, when it is in the PA's best interest, via an addendum. The PA may terminate any agreement resulting from this RFQ, in accordance with terms and conditions of that agreement, in which case the successful seller ("Vendor") shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination, unless otherwise provided for in that agreement. The Vendor shall promptly submit its final invoice to the PA to be paid to the Vendor.
14. Upon request, sellers are encouraged to extend the terms and conditions of any agreement resulting from this RFQ with the PA to other government and quasi-government entities by separate agreement.
15. By signing this RFQ, the seller certifies to all relevant statements on Form PA 3764A (copy can be obtained at <http://www.panynj.gov/business-opportunities/become-vendor.html>), including but not limited to those relating to the submission of bids. As set forth on PA 3764A, the PA has adopted a policy that it will honor a determination by

an agency of the State of New York or New Jersey that a seller is not eligible to bid on or be awarded public contracts because the seller 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 will apply to any agreement resulting from this RFQ.

16. The Vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the PA, may, from time to time, expressly approve in writing. All further subcontracting shall also be subject to such approval by the PA. All persons to whom the Vendor subcontracts services shall be deemed to be its agents and no subcontracting or approval thereof shall be deemed to release the Vendor from its obligations under any agreement resulting from this RFQ.

17. The Vendor may not assign any subsequent agreement resulting from this RFQ without written consent of the PA.

18. The 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 RFQ or any subsequent 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.

19. Notwithstanding anything to the contrary, the seller acknowledges that the Port Authority's obligations, if any, under this RFQ, or any agreement resulting from this RFQ, are subject to the provisions of its Public Records Access Policy, and any amendments thereto, and any disclosure made pursuant thereto is not a violation of this RFQ. The Port Authority Public Records Access Policy can be found at <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>, and is incorporated herein.

20. 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 any seller with any liability, or held personally liable to any Contractor under any term or provision of this RFQ (or any agreement resulting from this RFQ), or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

21. MBE/WBE GOOD FAITH PARTICIPATION - The Vendor shall use every good-faith effort to provide for participation by Port Authority-certified Minority Business Enterprises (MBEs) and Port Authority certified Women-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with any agreement resulting from this RFQ, including the purchase of equipment, supplies and labor. If the agreement resulting from this RFQ is valued at or above one million dollars (\$1,000,000), Vendor shall comply with the terms and conditions of PA Form 4235, as may be revised. A copy can be obtained at <http://www.panynj.gov/business-opportunities/become-vendor.html>

22. 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 within this RFQ, a price preference of 10% is available for NY/NJ Minority and Women Business Enterprises (M/WBEs) or 5% for NY/NJ Small Business Enterprises(SBEs) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding one million dollars (\$1,000,000.)

23. Non-Discrimination Requirements - The Vendor shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of any agreement resulting from this RFQ.

A. Vendor hereby agrees that no person on the ground of race, color, national origin, creed / religion, sex, age, or handicap / disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and /or vendors under any agreement resulting from this RFQ. Vendor shall also ascertain and comply with all applicable federal state and local laws, ordinances, rules, regulations and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

- B. Vendor agrees that these "Non-Discrimination Requirements" are a binding part of any agreement resulting from this RFQ. Without limiting the generality of any other term or provision of this RFQ or any agreement resulting from this RFQ, in the event the Authority, or a state or federal agency finds that the Vendor or any of its subcontractors or vendors has not complied with these "Non-Discrimination Requirements," the Authority may cancel, terminate or suspend this RFQ or any agreement resulting from this RFQ.
- C. Vendor agrees to cooperate fully with the Authority's investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these "Non-Discrimination Requirements."

24. To the extent permitted by law, the Vendor shall indemnify and hold harmless the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Vendor's agents, servants, officers, representatives and employees) arising out of or in any way connected to or alleged to arise out of or alleged to be in any way connected with any subsequent agreement resulting from this RFQ and all other services and activities of the Vendor under any subsequent agreement resulting from this RFQ and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof. The Vendor assumes the following risks, whether such risks arise out of or are in any way connected to the Vendor's operations or to its performance of work under any agreement resulting from this RFQ, or arise out of acts or omissions (negligent or not) of the Vendor, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of bids/quotes on this RFQ, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks: (a) the risk of any and all loss or damage to Port Authority or Vendor property, equipment, materials and possessions, and those of Vendor's agents, employees, materialmen or others performing work under any agreement resulting from this RFQ, on or off the premises, the loss or damage of which shall arise out of the Vendor's operations under any agreement resulting from this RFQ; and (b) the risk of claims, whether made against the Vendor or the Port Authority, including those, whether just or unjust, of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor), for any and all injuries, loss or damages occurring to any property, equipment, materials and possessions of the Contractor's agents, employees, materialmen and others performing work under any agreement resulting from this RFQ.

25. Seller's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors" (the "Code"). Vendors must certify in writing that they will comply with every aspect of this Code. The seller should submit an executed Compliance Certification with their Quotation. The Compliance Certification, once executed, will be a material and integral part of any agreement resulting from this solicitation. The Code and the Compliance Certification can be found on the Port Authority's website at <https://www.panynj.gov/business-opportunities/become-vendor.html>. Violations of the law or of the Code may subject a Vendor or a Vendor's Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or the Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor.

26. The PA has transitioned to an all electronic method of paying its vendors and contractors via an Automated Clearing House (ACH) funds transfer. The Vendor must complete the Port Authority's "Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)" form, which is available at <http://www.panynj.gov/business-opportunities/become-vendor.html>, in order to receive payment. To avoid delays in payments for commodities and services provided, vendors and contractors must be enrolled in ACH. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the Vendor of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this initiative may be directed to the ACH Enrollments contact line at 201 216-6002 or emailed to ACHENROLLMENT@PANYNJ.GOV.

27. 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>.

The Port Authority of New York and New Jersey (Port Authority), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Additionally, all bidders (including proposers, and respondents, as applicable) are notified that the Port Authority will ensure that, with respect to any contract/agreement entered into pursuant to this advertisement, disadvantaged business enterprises, minority business enterprises and woman-owned business enterprises, as applicable, will be afforded full and fair opportunity to submit bids, proposals and responses, as applicable, in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pricing Sheet – Bid #53079

Item	Quantity	Description	Unit Price	Total Price
1	300	7"x9"x8'-3" PATH Tunnel – Contact Rail Ties, Beveled ends	\$	\$
2	320	7"x9"x3'-0" PATH Tunnel – Block Ties, Beveled one end	\$	\$
3	300	7"x9"x8'-6" PATH Open Area – Standard Cross Ties, Square ends	\$	\$
4	150	7"x9"x9'-6" PATH Open Area – Contact Rail Ties, Square ends	\$	\$
5	50	7"x9"x10'-0" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
6	25	7"x9"x10'-6" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
7	50	7"x9"x11'-0" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
8	25	7"x9"x11'-6" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
9	50	7"x9"x12'-0" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
10	25	7"x9"x12'-6" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
11	25	7"x9"x13'-0" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
12	25	7"x9"x13'-6" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$

Pricing Sheet – Bid #53079

Item	Quantity	Description	Unit Price	Total Price
13	50	7"x9"x14'-0" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
14	25	7"x9"x14'-6" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
15	25	7"x9"x15'-0" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
16	25	7"x9"x15'-6" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
17	25	7"x9"x16'-0" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
18	25	7"x9"x16'-6" PATH Cross/Switch Ties Oak/Creosote Treated (square ends)	\$	\$
TOTAL DELIVERED PRICE: (also insert this amount in the Request for Quotation)				\$

**PORT AUTHORITY TRANS-HUDSON CORPORATION
SPECIFICATIONS FOR TIMBER TIES**

Revised August 23, 2017

1. GENERAL

- A. All timber cross ties and contact rail ties shall be new and conform to the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering, Volume 1B, Chapter 30 "TIES," except as modified herein.
- B. References to railway, railroad or Railroad Company shall be deemed to mean the Port Authority Trans-Hudson Corporation (PATH).

2. MATERIALS

- A. Ties shall be produced from oaks and from mixed hardwoods listed in the AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.1 "TIMBER CROSS TIES" except that the following species shall not be included: Douglas fir, Firs, Gums, Hemlocks, Larches, Pines, Redwoods, Spruces.
- B. The percentage of oak ties shall be at least 50%.

3. QUALITY AND FABRICATION

- A. Ties shall be free from defects that may impair their strength or durability such as decay, splits, shakes, checks, skanting grain, large or numerous holes or knots.
- B. Ties shall be straight, well-sawn, cut square at the ends, have top and bottom parallel, and have bark entirely removed.
- C. The AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.1.1.4 "Inspection," shall govern defect type, size and location for determining acceptability of material.

4. DESIGN

- A. Open area cross ties and open area contact rail ties shall be dimensioned as shown on Drawing No. TT01. Open area cross ties and contact rail ties shall measure 7 inches deep by 9 inches wide in cross section as shown on Drawing No. TT01.
- B. Tunnel cross ties, tunnel contact rail ties, and tunnel block ties shall be dimensioned as shown on Drawing No. TT02. Tunnel cross ties, tunnel contact rail ties, and tunnel block ties shall measure 7 inches deep by 9 inches wide in cross section and machined as shown on Drawing No. TT02 with dowels (as shown).
- C. Thickness, width, and length specified are minimum dimensions for green ties. Dry or treated ties may be a quarter (1/4) inch thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

5. MACHINING, INCISING AND ANTI-SPLITTING DEVICES

- A. All ties shall be incised and have anti-splitting devices applied prior to seasoning. Incising shall be performed in accordance with AREMA Manual for Railway Engineering, Volume

1B, Chapter 30, Part 3, Section 3.6.2 “PREPARATION OF MATERIAL PRIOR TO TREATMENT.”

- B. Dowels or nail plates only shall be used. Strip irons shall not be acceptable. Nail plates shall measure 6 inches by 8 inches. Dowels shall be steel; either three or four flutes, and shall be ½ inch in diameter with 3/8-inch root diameter. Dowels shall be 8-3/4 inches long.
- C. Dowels or nail plates shall be applied to each end of each tie in accordance with AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.1.6 “SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES” and Section 3.1.7 “APPLICATION OF ANTI-SPLITTING DEVICES.”
- D. Machining for all ties shall be performed in accordance with AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.1.4 “SPECIFICATIONS FOR MACHINING CROSS TIES.”

6. CONDITIONING AND SEASONING

- A. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either air-drying, Boulton Drying, or live steaming.
- B. The conditioning process shall conform to AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.6.3 “CONDITIONING PRIOR TO TREATMENT.” The process shall reduce the moisture content of oaks to a level of 50% or less and of the mixed hardwoods to a level of 45% or less.

7. TREATMENT

- A. Ties shall be treated with a creosote-coal tar solution (Grade C composition minimum) in conformance with the AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.7.2 “TREATMENT.”
- B. Treatment shall be by the full cell process to obtain the maximum net retention. Retention shall be 8 lbs/cu ft min. or refusal.

8. MARKING, BUNDLING AND DELIVERY

- A. Ties shall have a metal plate fastened to the top middle surface with symbols that indicate the year of manufacture and the identity of the plant. Neither branding nor any other means of identification or location on the ties are acceptable.
- B. Ties shall be bundled with steel strapping 25 to the bundle. Tie deliveries shall be made by flatbed truck, gondola, or rail flatcar as specified in the purchase order.
- C. Tie delivery locations shall be as stated on the bid documents. The Vendor shall notify the PATH representative of impending deliveries as stated in the bid documents.

9. INSPECTION AND CERTIFICATION

- A. The Engineer may inspect ties at any time before, during, or after treatment for conformance to the specifications. Additional inspection after delivery may be made to ensure ties conform to the specifications.

- B. The Manufacturer shall furnish, for each load of ties, a notarized certificate of compliance stating that the ties meet the requirements of these Specifications.

10. MEASUREMENT AND PAYMENT

- A. Measurement of acceptable material shall be the actual number of each timber tie manufactured and delivered in accordance with the specifications.
- B. Payment shall be made for each timber tie delivered and accepted in accordance with the specifications, in the amount bid for each type furnished.
- C. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vendor at his expense.

END OF SECTION

