

THE PORT AUTHORITY OF NY & NJ

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

5/22/2013

ADDENDUM # 1

To prospective Bidder(s) on **Bid # 33342** for Requirements Contract for Snow Removal Services at Newark Liberty International Airport (EWR)

Due back on 5/24/2013, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

- Part III, page 3, section 3 entitled “Payment”, delete paragraph b) in its entirety and replace with the following:
 - b) The payment of the Lump Sum shall be made in seven (7) consecutive monthly installments each of an amount equal to one-seventh (1/7) of the total Lump Sum starting on October 15 and ending on April 15. The first invoice will be from October 15 to October 31. The second invoice will be for November 1 to November 30. Third invoice will be from December 1 to December 31. Fourth invoice will be from January 1 to January 31. Fifth invoice will be from February 1 to February 28 (or 29 if leap year). Sixth invoice will be from March 1 to March 31. Seventh invoice will be from April 1 to April 15.
- Part III, page 5, section 5 entitled “Liquidated Damages”, delete in its entirety and replace with the following:
 - 5. Liquidated Damages
 - a) The Contractor’s obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

- i) If the Contractor fails to have equipment or personnel to operate equipment listed under “Exhibit III - Hourly Cost When Requested” of the Pricing Sheets, within four (4) hours of the request on location after such phone call is made to the Contractor \$200.00 per half hour will be assessed by the Manager and the invoice will be reduced per piece of equipment requested. Liquidated damages will be taken in half-hour increments, no other fraction
- ii) If the Contractor fails to have equipment or personnel to operate equipment when the contractual amount one (1) inch (Landside) or at three (3) inch (Landside); one (1) inch (Aeronautical) of accumulation is reached, the amount equal to \$250.00 per half hour will be assessed by the Manager and the invoice will be reduced per piece of equipment required. Liquidated damages will be taken in half-hour increments, no other fraction. (For instance if the equipment is 40 minutes late then one (1) full hour will be assessed).
- iii) Should any of the Contractor’s equipment suffer a mechanical or other failure during a snow clearing operation, the Contractor will be afforded one (1) hour period in which to repair or replace that piece of equipment. If the piece of equipment is not repaired or replaced by the Contractor within one (1) hour the invoice will be reduced by the actual hourly rate of said equipment multiplied by 200%. Liquidated damage will be in half-hour (1/2) increments, no other fraction. If said equipment is not replaced within one (1) hour no fault of the Contractor but others, liquidated damage will not apply. For instance, the Port Authority cannot provide an escort at the time to bring equipment out or into the yard, the Contractor will not be held liable.
- iv) For each half-hour (1/2) that the Contractor fails to have a Supervisor(s) physically present or for each half-hour (1/2) that the Supervisor is not in the sole opinion of the Manager satisfactorily engaged in the performance of his/her duties, liquidated damages in the amount of \$250.00 per hour per Supervisor shall be assessed. Liquidated damage will be in half-hour (1/2) increments, no other fraction. (For instance if the equipment is 40 minutes late then one (1) full hour will be assessed).
- v) Should the Contractor block airline gates or other areas with snow piles which the Contractor has been directed by the Manager to keep clear, then liquidated damages in the amount of \$500.00 per location per hour shall be assessed. Liquidated damages will be in one (1) hour increments, no other fraction.
- vi) Should the Contractor fail to provide any documentation requested by the Manager within forty-eight (48) hours of said request, then liquidated damages in the amount of \$500 from the 48th hour to the 60th hour (12 hour window) then for each additional 12 hour period until the approved request by the Manager has been satisfied.

- vii) The Contractor is liable from October 15 through April 15 of each year to perform snow removal and melting services under this Contract. If the Contractor is not prepared anytime within this time period to perform snow removal and melting services the liquidated damage will be 200% of each factored day of the Lump Sum.
 - viii) If the Contractor fails to have a working rotating yellow beacon on equipment, then liquidated damages in the amount of \$50.00 per vehicle per day will be assessed.
 - ix) All equipment (except for casual equipment) must have GPS units installed. (including snow melters). Any piece of equipment without a working GPS will be assessed \$35.00 per day per unit the GPS is not operating.
 - x) Contractor must provide a GPS tracking service linked with the GPS unit for the duration of this contract. The service must provide 24X7 access to a minimum of six (6) simultaneous users with one common password and user name from October 15 to April 15 of each contract year. If the Contractor does not provide such a service within thirty (30) days, the Contractor will be assessed liquidated damages of \$50.00 per vehicle per day that the Manager is without the GPS tracking and monitoring web-based service. If the tracking failure is attributable to the Contractor's GPS provider then this liquidated damage will be waived. However, if during the Contract term this GPS provider has more than three (3) downtime occurrences, the Contractor will be assessed liquidated damages of \$50.00 per vehicle per day that the Manager is without the GPS tracking and monitoring web-based service.
 - xi) In the event the Contractor fails to have soft guard by October 15 of each year, the Contractor's invoice will be reduced by \$300 per day all required equipment is not ready.
 - xii) Should the Contractor store, maintain or repair any other piece of equipment not part of a Contract with the Port Authority on the property/land provided to the Contractor for the sole purpose of staging, maintaining or repairing equipment under Contract, the Contractors invoice will be reduced by \$500 per day until removed.
 - xiii) Contractor must provide PTP cell phone capability to all Supervisors, Contractor Site Manager and all equipment operators working on aeronautical side. The PTP cell phone must be compatible with Port Authority's PTP service. Should the Contractor fail to provide such compatible service and cell phone with PTP capability, the Contractors invoice will be reduced by \$100 per required personnel without a working device.
- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.

- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

- Part V, page 2, add the following to the definition for “Snow event” as the last sentence:
“The snow event is considered over when all contracted areas have been cleared upon Manager’s approval.”

- Part V, page 5, add the following as xiv:
“xiv) The Contractor will be required to provide the Manager with hourly cost equipment as set forth in Exhibit III of the Pricing Sheet(s) and operator(s) within four (4) hours of said request. This request may be made in person or by phone to the Contractor.”

- Part V, page 5, “Landside Locations:”, letter b), add the following at the end of the first sentence “this includes the melting of the upper deck level parking, of Parking Lot C and P-4.

- Part V, page 6, #3, add “or portable” after the word “mobile”.

- Part V, page 6, #3, delete “150 ton” and replace with “40 ton”.

- Part V, page 7, delete the first paragraph of this page and replace with the following:
“In the event the Manager needs the Contractor to proceed to another area under contract with the Contractor and within the active snow event time, the Contractor will comply as the need arises at no additional cost to the Port Authority.”

- Part V, page 7, second paragraph, add the following sentence at the end of the paragraph
“If the Manager decides to melt the snow piles, then the melting of the snow will be paid under “Exhibit III - Hourly Cost When Requested” of the Pricing Sheets for 150 ton melter.”

- Part V, page 7, section 4 entitled “Aeronautical”, delete the first and second paragraph and replace with the following:
“It is at the discretion of the Manager as to where equipment is needed at the time of the snow/ice/frozen precipitation event is happening at the contracted levels of activation. In the event the Manager needs the Contractor to proceed to another area under contract with the Contractor and within the active snow event time, the Contractor will comply as the need arises at no additional cost to the Port Authority.”

- Part V, page 8, section entitled “Aeronautical Locations:”, item c), delete the second sentence in its entirety and replace with the following:

“This includes snow melting around and underneath the loading bridges and throats.”

- Part V, page 8, section entitled “Aeronautical Locations:”, item e), add “which includes snow melting” at the end of the sentence.

II. BIDDER'S QUESTIONS AND ANSWERS

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

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

| | |
|---------------------------|--|
| <i>Question #1</i> | Will the Port Authority accept multiple Snow Melters that collectively would equal the required 500 tons per hour melting capacity in lieu of each 500 tons per hour snow melter unit? |
| <i>Answer #1</i> | No. |
| <i>Question #2</i> | Will multiple smaller capacity melters that equal the required tons per hour be acceptable for use at the Super Bowl instead of 2 500 ton units? |
| <i>Answer #2</i> | No. |
| <i>Question #3</i> | Do the Snow Melters for the Landside portion of this contract have |

| | |
|--------------------|--|
| | to be truck mounted or can they be portable tow behind units? It states "Mobile" in the requirement for the Landside while the 500 ton units for airside state "portable". |
| Answer #3 | See change above. |
| Question #4 | Can the current contract be provided. |
| Answer #4 | See attached. |
| Question #5 | What is the rated floor load capacity of the parking garages? |
| Answer #5 | Not available. |
| Question #6 | Extra Work, bidder perceives this requirement to be in conflict with Part V, paragraph 6, Area Accessibility. |
| Answer #6 | The requirements of Part V are not Extra Work. |
| Question #7 | It is our understanding that the additional two (2) melters and three (3) additional large blades will be utilized to supplement and expedite services already being provided under the contract and will not be used in hourly cost areas. Melters will only be used airside in areas that require melting; large blades will only be used to service areas that already require push and pile services. Areas that require service based on hourly cost will continue to be billed under hourly costs enumerated in Exhibit III. |
| Answer #7 | Yes. |
| Question #8 | Will the Port Authority pay the Contractor while on stand-by? |
| Answer #8 | No. |

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____ DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SELENE ORTEGA AT (201) 395-3407 or at sortega@panynj.gov.

4400006996

CONTRACTORS PRICE SHEET - YEAR #1 2007-2008

Price Sheet "I-A" YEAR #1

Subject to the provisions of this contract with respect to specific express additions to or deductions from compensation, the Port Authority agrees to pay the Contractor and the Contractor agrees to accept from the Port Authority in full and complete consideration for the performance of all its duties and obligations under the contract and as sole compensation for the services performed by the Contractor for the first year of the contract at the sum of:

- A) 912,262 dollars and 00 cents throughout this contract call the Lump sum, for removal of snow from all areas excluding B-2, B-3 ramps.
- B) 654,528 dollars and 00 cents throughout this contract call Lump Sum, for removal and melting of accumulated snow at B-2, B-3 ramps.
- C) 246,865 dollars and 00 cents throughout this contract called the lump sum for removal and melting of snow on the Terminal C and Parking Lot P-4 rooftop garages with appropriate loaders, bobcats and other support equipment.
- D) 23,900 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of November 1, 2007, to and including April 30, 2008 (excluding B2-B3 Ramps)
- E) 17,148 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of Nov. 1, 2007, to and including April 30, 2008 at the B2-B3 Ramps.
- F) 6,468 dollars and 00 cents throughout this contract called the Fixed Unit Price for each inch of snow over a base of 13 inches at Term C and Lot P-4 rooftop garages- melter with appropriate loaders, bobcats and other support equipment.
- G) 1,834 dollars and 00 cents throughout this contract called the Thermal Snow Melter Unit Price, per hour for each hour when a 150-ton thermal snow melter is put into operation at the direction of the Manager.
- H) 281 dollars and 00 cents throughout this contract called the Payloader Unit Price, per hour for 3-4 yd articulated payloader in operation to dress piles and load melter.

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

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Rev. 10/5/05 (PA/PATH)

Price Sheet "1-B" - YEAR #1

For the purpose of facilitating the comparison of Proposals and for such purposes only, it is estimated that the total snowfall over the base of 13.0 inches during the period November 1, to April 30 will be 13.0 inches and the estimated total hours of use of a snow melter and accompanying payloader is 150 hours. All equipment listed under "Extra Work" (Price Sheet 1-C) will be estimated by 50 hours of use for each piece of equipment. This is not to include Terminal B. Terminal B is included in lump sum price. Based on this, the "Estimated Total Contract Price" shall be computed as follows:

- 1) Lump Sum (Letter "A" from Price Sheet 1A) (Up to 13 inches).

912,262.00

- 2) B-2, B-3 ramps Lump Sum (Letter "B" from Price Sheet A) (Up to 13 inches)

654,528.00

- 3) Fixed Unit Price (from above) (Letter "C" from Price Sheet A, up to 13 inches

246,865.00

- 4) Fixed Unit Price (Letter "D" from Price Sheet A, times 13 inches over 13 inch base.)

310,700.00

- 5) B-2, B-3 ramps Fixed Unit Price (Letter "E" from Price Sheet A, times 13 inches over 13 inch base

222,924.00

- 6) Fixed Unit Price (Letter "F" from Price Sheet A, times 13 inches over 13 inch base

84,084.00

- 7) Snow Melter Unit Price (Letter "G" from Price Sheet A) x 150 hrs

275,100.00

- 8) Articulated Payloader Unit Price (Letter "H" from Price Sheet A) x 150 hours

42,150.00

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

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Rev. 10/5/05 (PA/PATH)

9) Total of "Schedule of Unit Prices" for Extra Work" from price sheet "1-C"
Items 1-12 x 50 hours = \$ 520,000.00

4. Estimated Total Contract Price (YEAR #1) 3,268,613.00

Price Sheet "1-C" - YEAR #1

SCHEDULE OF UNIT PRICES FOR "EXTRA WORK" (WHEN REQUIRED AT ANY HOUR, 24 HOURS A DAY, 7 DAYS PER WEEK, FIRST YEAR)

Items

| | | | |
|-----|---|--------------------|----------|
| 1) | 30' blade and mover | \$ <u>363.00</u> | per hour |
| 2) | 3 -4 cubic yard articulated payloader | \$ <u>281.00</u> | per hour |
| 3) | 5 cubic yard articulated payloader | \$ <u>289.00</u> | per hour |
| 4) | Dump truck with road plow | \$ <u>150.00</u> | per hour |
| 5) | 16 yard dump truck | \$ <u>95.00</u> | per hour |
| 6) | Jeep with 7 foot plow | \$ <u>120.00</u> | per hour |
| 7) | 5 cubic yard salt spreader | \$ <u>125.00</u> | per hour |
| 8) | Line Sweeper | \$ <u>193.00</u> | per hour |
| 9) | 10-16 yard salter with plow | \$ <u>225.00</u> | per hour |
| 10) | Bobcat w/Blade, bucket or Broom | \$ <u>193.00</u> | per hour |
| 11) | 40 ton melter | \$ <u>1,030.00</u> | per hour |
| 12) | Hourly rate for ramp melters (Term. B-2, B-3) per ton hr. (for a total rated capacity of 500 ton) | \$ <u>7,366.00</u> | per hour |

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Rev. 10/5/05 (PA/PATH)

Total of All Equipment 1-12 \$ 10,400.00 per hour The total of items 1-12 shall be used for the calculation for item #9 (Total of Schedule of Unit Prices For Extra Work) Price Sheet "1-B"

CONTRACTORS PRICE SHEET – YEAR #2 2008-2009

Price Sheet "2-A" YEAR #2

Subject to the provisions of this contract with respect to specific express additions to or deductions from compensation, the Port Authority agrees to pay the Contractor and the Contractor agrees to accept from the Port Authority in full and complete consideration for the performance of all its duties and obligations under the contract and as sole compensation for the services performed by the Contractor for the first year of the contract at the sum of:

- A) 960,955 dollars and 00 cents throughout this second year call the Lump sum, for all areas excluding B-2, B-3 ramps.
- B) 689,464 dollars and 00 cents throughout this contract call Lump Sum, for removal and melting of accumulated snow at B-2, B-3 ramps.
- C) 260,042 dollars and 00 cents throughout this contract called the lump sum for removal and melting of snow on the Terminal C and Parking Lot P-4 rooftop garages with appropriate loaders, bobcats and other support equipment.
- D) 25,095 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of November 1, 2008, to and including April 30, 2009 (excluding B2-B3 Ramps)
- E) 18,005 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of Nov. 1, 2008, to and including April 30, 2009 at the B2-B3 Ramps.
- F) 6,791 dollars and 00 cents throughout this contract called the Fixed Unit Price for each inch of snow over a base of 13 inches at Term C and Lot P-4 garages- melter with appropriate loaders, hobcats and other support equipment.

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Rev. 10/5/05 (PA/PATH)

- G) 1,926 dollars and 00 cents throughout this contract called the Thermal Snow Melter Unit Price, per hour for each hour when a 150-ton thermal snow melter is put into operation at the direction of the Manager.
- H) 295 dollars and 00 cents throughout this contract called the Payloader Unit Price, per hour for 3-4 yd articulated payloader in operation to dress piles and load melter.

Price Sheet "2-B" - YEAR #2

For the purpose of facilitating the comparison of Proposals and for such purposes only, it is estimated that the total snowfall over the base of 13.0 inches during the period November 1, to April 30 will be 13.0 inches and the estimated total hours of use of a snow melter and accompanying payloader is 150 hours. All equipment listed under "Extra Work" (Price Sheet 2-C) will be estimated by 50 hours of use for each piece of equipment. This is not to include Terminal B. Terminal B is included in lump sum price. Based on this, the "Estimated Total Contract Price" shall be computed as follows:

- | | |
|--|-------------------|
| 1) Lump Sum (Letter "A" from Price Sheet 2A) (Up to 13 inches) | <u>960,955.00</u> |
| 2) B-2, B-3 ramps Lump Sum (Letter "B" from Price Sheet 2A) (Up to 13 inches) | <u>689,464.00</u> |
| 3) Fixed Unit Price (from above) (Letter "C" from Price Sheet 2A, up to 13 inches) | <u>260,042.00</u> |
| 6) Fixed Unit Price (Letter "D" from Price Sheet 2A, times 13 inches over 13 inch base.) | <u>326,235.00</u> |
| 5) B-2, B-3 ramps Fixed Unit Price (Letter "E" from Price Sheet 2A, times 13 inches over 13 inch base) | <u>234,065.00</u> |
| 7) Fixed Unit Price (Letter "F" from Price Sheet 2A, times 13 inches over 13 inch base) | <u>88,283.00</u> |

7) Snow Melter Unit Price (Letter "G" from Price Sheet 2A) x 150 hrs

288,900.00

8) Articulated Payloader Unit Price (Letter "H" from Price Sheet 2A) x 150 hours

44,250.00

9) Total of "Schedule of Unit Prices" for Extra Work" from price sheet "2-C"
Items 1-12 x 50 hours = 546,050.00

5. Estimated Total Contract Price (YEAR #2) 3,438,244.00

Price Sheet "2-C" - YEAR #2

SCHEDULE OF UNIT PRICES FOR "EXTRA WORK" (WHEN REQUIRED AT ANY HOUR, 24 HOURS A DAY, 7 DAYS PER WEEK, SECOND YEAR)

Items

| | | | |
|-----|--------------------------------------|--------------------|----------|
| 1) | 30' blade and mover | \$ <u>381.00</u> | per hour |
| 2) | 3-4 cubic yard articulated payloader | \$ <u>295.00</u> | per hour |
| 3) | 5 cubic yard articulated payloader | \$ <u>303.00</u> | per hour |
| 4) | Dump truck with road plow | \$ <u>158.00</u> | per hour |
| 5) | 16 yard dump truck | \$ <u>100.00</u> | per hour |
| 6) | Jeep with 7 foot plow | \$ <u>126.00</u> | per hour |
| 7) | 5 cubic yard salt spreader | \$ <u>131.00</u> | per hour |
| 8) | Line Sweeper | \$ <u>203.00</u> | per hour |
| 9) | 10-16 yard salter with plow | \$ <u>236.00</u> | per hour |
| 10) | Bobcat w/Blade, bucket or Broom | \$ <u>203.00</u> | per hour |
| 11) | 40 ton melter | \$ <u>1,082.00</u> | per hour |

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Rev. 10/5/05 (PA/PATH)

- 12) Hourly rate for ramp melters
(Term. B-2, B-3) per ton hr. \$ 7,703.00 per hour
(for a total rated capacity of 500 ton)

Total of All Equipment 1-12 \$ 10,921.00 per hour The total of items 1-12 shall be used for the calculation for item #9 (Total of Schedule of Unit Prices For Extra Work) Price Sheet "2-B"

CONTRACTORS PRICE SHEET – YEAR #3 2009-2010

Price Sheet "3-A" YEAR #3

Subject to the provisions of this contract with respect to specific express additions to or deductions from compensation, the Port Authority agrees to pay the Contractor and the Contractor agrees to accept from the Port Authority in full and complete consideration for the performance of all its duties and obligations under the contract and as sole compensation for the services performed by the Contractor for the first year of the contract at the sum of:

- A) 1,013,022 dollars and 00 cents throughout this third year call the Lump sum, for all areas excluding B-2, B-3 ramps.
- B) 726,821 dollars and 00 cents throughout this contract call Lump Sum, for removal and melting of accumulated snow at B-2, B-3 ramps.
- C) 274,132 dollars and 00 cents throughout this contract called the lump sum for removal and melting of snow on the Terminal C and Parking Lot P-4 rooftop garages with appropriate loaders, bobcats and other support equipment.
- D) 26,350 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of November 1, 2009, to and including April 30, 2010 (excluding B2-B3 Ramps)
- E) 18,905 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of Nov. 1, 2009, to and including April 30, 2010 at the B2-B3 Ramps.
- F) 7,131 dollars and 00 cents throughout this contract called the Fixed Unit Price for each inch of snow over a base of 13 inches at Term C and

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

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Lot P-4 rooftop garages- melter with appropriate loaders, bobcats and other support equipment.

- G) 2,022 dollars and 00 cents throughout this contract called the Thermal Snow Melter Unit Price, per hour for each hour when a 150-ton thermal snow melter is put into operation at the direction of the Manager.
- H) 310 dollars and 00 cents throughout this contract called the Payloader Unit Price, per hour for 3-4 yd articulated payloader in operation to dress piles and load melter.

Price Sheet "3-B" - YEAR #3

For the purpose of facilitating the comparison of Proposals and for such purposes only, it is estimated that the total snowfall over the base of 13.0 inches during the period November 1, to April 30 will be 13.0 inches and the estimated total hours of use of a snow melter and accompanying payloader is 150 hours. All equipment listed under "Extra Work" (Price Sheet 3-C) will be estimated by 50 hours of use for each piece of equipment. This is not to include Terminal B. Terminal B is included in lump sum price. Based on this, the "Estimated Total Contract Price" shall be computed as follows:

- 1) Lump Sum (Letter "A" from Price Sheet 3A) (Up to 13 inches)

1,013,022.00

- 2) B-2, B-3 ramps Lump Sum (Letter "B" from Price Sheet 3A) (Up to 13 inches)

726,821.00

- 3) Fixed Unit Price (from above) (Letter "C" from Price Sheet 3A, up to 13 inches)

274,132.00

- 7) Fixed Unit Price (Letter "D" from Price Sheet 3A, times 13 inches over 13 inch base.)

342,550.00

- 8) B-2, B-3 ramps Fixed Unit Price (Letter "E" from Price Sheet 3A, times 13 inches over 13 inch base)

245,765.00

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

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10) Fixed Unit Price (Letter "F" from Price Sheet 3A, times 13 inches over 13 inch base

92,703.00

7) Snow Melter Unit Price (Letter "G" from Price Sheet 3A) x 150 hrs

303,300.00

8) Articulated Payloader Unit Price (Letter "H" from Price Sheet 3A) x 150 hours

46,500.00

8) Total of "Schedule of Unit Prices" for Extra Work" from price sheet "3-C"
Items 1-12 x 50 hours = 573,350.00

6. Estimated Total Contract Price (YEAR #3) 3,618,143.00

Price Sheet "3-C" - Third Year

SCHEDULE OF UNIT PRICES FOR "EXTRA WORK" (WHEN REQUIRED AT ANY HOUR, 24 HOURS A DAY, 7 DAYS PER WEEK, THIRD YEAR

Items

| | | |
|----|--------------------------------------|---------------------------|
| 1) | 30' blade and mover | \$ <u>400.00</u> per hour |
| 2) | 3-4 cubic yard articulated payloader | \$ <u>310.00</u> per hour |
| 3) | 5 cubic yard articulated payloader | \$ <u>318.00</u> per hour |
| 4) | Dump truck with road plow | \$ <u>166.00</u> per hour |
| 5) | 16 yard dump truck | \$ <u>105.00</u> per hour |
| 6) | Jeep with 7 foot plow | \$ <u>132.00</u> per hour |
| 7) | 5 cubic yard salt spreader | \$ <u>138.00</u> per hour |
| 8) | Line Sweeper | \$ <u>213.00</u> per hour |
| 9) | 10-16 yard salter with plow | \$ <u>248.00</u> per hour |

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- 10) Bobcat
w/Blade, bucket or Broom \$ 213.00 per hour
- 11) 40 ton melter \$ 1,136.00 per hour
- 12) Hourly rate for ramp melters
(Term. B-2, B-3) per ton hr. \$ 8,088.00 per hour
(for a total rated capacity of 500 ton)

Total of All Equipment 1-12 \$ 11,467.00 per hour The total of items 1-12 shall be used for the calculation for item #9 (Total of Schedule of Unit Prices For Extra Work) Price Sheet "3-B"

ESTIMATED TOTAL CONTRACT PRICE

The Estimated Total Contract Price is solely for the purpose of facilitating the comparison of bids and of computing damages in the event of a default by the successful bidder in the, agreement created by the acceptance of this bid. The estimated amounts are given solely as a basis for the computation of the Estimated Total Contract Price. The Authority makes no representation as to what the actual amount of snowfall nor the actual hours of usage of a thermal snow melter and payloaders will be, and shall not be held responsible even though the estimated amounts are not even approximately correct. The Contractors compensation will be computed from the actual amount of snowfall and actual number of hours a thermal snow melter and payloaders are used whether greater or less than the estimated amounts and the Contractor shall also be paid the lump sum.

In the case of the Fixed Unit Price per inch, the Thermal Snow Melter Unit Prices, and Payloader Unit Prices, said unit prices shall be prorated where actual snowfall over the base does not total to exact whole inch(es) or where snow melter and payloader usage does not total to an exact number of whole hours.

ESTIMATED TOTAL CONTRACT PRICE

NOTE - Contract will be awarded based on

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

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THREE YEAR TOTAL ESTIMATED COST.

Estimated Total Contract Price (First Year) \$ 3,268,613.00
BOTTOM OF PRICE SHEET 1-B

Estimated Total Contract Price (Second Year) \$ 3,438,244.00
BOTTOM OF PRICE SHEET 2-B

Estimated Total Contract Price (Third Year) \$ 3,618,143.00
BOTTOM OF PRICE SHEET 3-B

Estimated Total - Three Year Cost \$ 10,325,000.00