

# THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT  
2 MONTGOMERY STREET, 3<sup>RD</sup> FL.  
JERSEY CITY, NJ 07302

## INVITATION FOR BID/PUBLIC BID OPENING

### BID INFORMATION

ISSUED DATE: 03/16/2015

**TITLE: PERFORM ELEVATOR AND ESCALATOR INSPECTION, MAINTENANCE, REPAIR, AND REHABILITATION SERVICES AT PATH'S NEW YORK AND NEW JERSEY STATIONS**

**BID NO.: 41728**

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

**FACILITY INSPECTION: MARCH 24, 2015**                      **TIME: 10:00 AM**

**QUESTIONS DUE: MARCH 25, 2015**                      **TIME: 11:00 AM**

**BID DUE DATE: APRIL 6, 2015**                      **TIME: 11:00 AM**

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

### BIDDER INFORMATION

(TO BE COMPLETED BY THE BIDDER)

(PLEASE PRINT)

\_\_\_\_\_  
(NAME OF BIDDING ENTITY)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE AND ZIP CODE)

\_\_\_\_\_  
(REPRESENTATIVE TO CONTACT-NAME & TITLE                      (TELEPHONE)

\_\_\_\_\_  
(FEDERAL TAX I.D. NO.)                      (FAX NO.)  
\_\_\_\_ BUSINESS CORPORATION      \_\_\_\_\_ PARTNERSHIP      \_\_\_\_\_ INDIVIDUAL

\_\_\_\_ OTHER (SPECIFY): \_\_\_\_\_

## **INVITATION FOR BID**

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

**PART I – STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS**

1. General Information: The Port Authority of New York and New Jersey..... 3  
2. Form and Submission of Bid ..... 3  
3. Vendor Profile..... 4  
4. Acknowledgment of Addenda ..... 4  
5. Firm Offer ..... 4  
6. Acceptance or Rejection of Bids..... 4  
7. Bidder’s Questions..... 5  
8. Additional Information To and From Bidders ..... 5  
9. Union Jurisdiction..... 5  
10. Assessment of Bid Requirements ..... 5  
11. Bidder’s Prerequisites ..... 5  
12. Qualification Information ..... 6  
13. Contractor’s Integrity Provisions..... 8  
14. Facility Inspection..... 8  
15. Available Documents - General..... 8  
16. Pre-award Meeting..... 8  
17. Price Preference ..... 8  
18. M/WBE Subcontracting Provisions ..... 8  
19. Certification of Recycled Materials ..... 10  
20. City Payroll Tax ..... 11  
21. Additional Bidder Information ..... 12  
ATTACHMENT I-A - Certified Environmentally Preferable Products/Practices ..... 13

## **PART I - STANDARD INFORMATION FOR BIDDERS**

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

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

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

### **2. Form and Submission of Bid**

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

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

### **3. Vendor Profile**

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

### **4. Acknowledgment of Addenda**

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

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

### **5. Firm Offer**

The Bidder offers to provide the Port Authority Trans-Hudson Corporation ("PATH") the services and to perform all Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein. As used herein, the terms "Port Authority," or "Authority," mean the Port Authority of New York and New Jersey acting on behalf of PATH.

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

### **6. Acceptance or Rejection of Bids**

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

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

## **7. Bidder's Questions**

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

## **8. Additional Information To and From Bidders**

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

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

## **9. Union Jurisdiction**

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

## **10. Assessment of Bid Requirements**

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

## **11. Bidder's Prerequisites**

Only Bids from Bidders that can satisfactorily demonstrate meeting the prerequisites specified in Part II hereof at the time of Bid submission will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other Bid requirements included herein.

## 12. Qualification Information

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

a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:

1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

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

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the

Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.

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

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

### **13. Contractor's Integrity Provisions**

By submitting a Bid, Bidders shall be deemed to have made the certifications contained in the clauses entitled "Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information," and "Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees" contained within the Standard Terms and Conditions within these bid documents. If the Bidder is unable to make the certifications contained therein the Bidder shall submit a statement with its Bid explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your Bid, clearly marked "CERTIFICATION STATEMENT."

### **14. Facility Inspection**

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

### **15. Available Documents - General**

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

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

### **16. Pre-award Meeting**

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

### **17. Price Preference**

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

### **18. M/WBE Subcontracting Provisions**

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Bidder will use good faith efforts to provide for meaningful participation by the Port Authority certified

M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

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

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

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

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

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

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

Bidders are directed to use form PA3749B as the recording mechanism for the

M/WBE participation Plan, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>

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

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

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

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

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at [www.panynj.gov/supplierdiversity](http://www.panynj.gov/supplierdiversity). In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to [certhelp@panynj.gov](mailto:certhelp@panynj.gov). Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7888.

## **19. Certification of Recycled Materials**

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

The data submitted by the Bidder in Attachment I-A is being solicited for informational purposes only.

**Recycling Definitions:**

For purposes of this numbered section, the following definitions shall apply:

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

**20. City Payroll Tax**

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

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

These taxes, if applicable, are the sole responsibility of the Contractor. Bidders should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible

for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph headed “Sales or Compensating Use Taxes”, in the Standard Contract Terms and Conditions included herein, does not apply to these taxes.

**21. Additional Bidder Information**

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

## ATTACHMENT I-A - Certified Environmentally Preferable Products/Practices

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

### 1. Packaging

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

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

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

### 2. Business Practices / Operations / Manufacturing

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

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

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

### 3. Training and Education

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

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

### 4. Certifications

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

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

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

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

\_\_\_\_\_ Name

\_\_\_\_\_ Date

**PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS,  
TABLE OF CONTENTS**

1.	Service(s) Required.....	2
2.	Location(s) Services Required.....	2
3.	Expected Date of Commencement of Contract .....	2
4.	Contract Type.....	2
5.	Duration of Contract .....	2
6.	Price Adjustment during Base Term (Index Based) .....	2
7.	Option Period(s).....	2
8.	Price Adjustment during Option Period(s) (Index Based).....	2
9.	Extension Period .....	2
10.	Facility Inspection.....	3
11.	Specific Bidder’s Prerequisites .....	3
12.	Background Qualification Questionnaire (BQQ) .....	4
13.	Available Documents.....	4
14.	Contractor Staff Background Screening .....	4

## **PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS**

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

### **1. Service(s) Required**

Perform designated Elevator and Escalator Inspection, Maintenance, Repair and Rehabilitation Services (“Service” or “Work”) and furnish all labor, supervision, vehicles, uniforms and equipment, including materials, parts and supplies; and do all other things necessary or proper therefor or incidental thereto, all in strict conformance with the provisions of the Contract and as the same may be amended; and perform all other duties and obligations imposed by this Contract.

### **2. Location(s) Services Required**

PATH’s New Jersey Stations located in Jersey City, Harrison, and Hoboken, and New York Stations located at 33rd Street and World Trade Center, as more fully described in the definition of “Facility” in Part V (the “Specifications.”)

### **3. Expected Date of Commencement of Contract**

On or about June 1, 2015

### **4. Contract Type**

Unit Price Service Contract

### **5. Duration of Contract**

Three (3) Year Base Term expected to expire on or about May 31, 2018.

### **6. Price Adjustment during Base Term (Index Based)**

None

### **7. Option Period(s)**

There shall be up to three (3), one year Option Period(s).

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

Price adjustment during the Option Period(s) shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

### **9. Extension Period**

120-Day Applicable

## **10. Facility Inspection**

**Date, Time, and Location:** March 24, 2015 @ 10:00 AM. Duration approximately 4 hours @ One PATH Plaza, Jersey City, NJ 07306.

Please contact Ralph Davila at 201-216-6296 to confirm attendance and/or receive travel directions.

Upon arrival at One PATH Plaza please notify security desk for further instructions.

## **11. Specific Bidder's Prerequisites**

- a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its Bid in the management and operation of an elevator and escalator inspection, maintenance, repair and rehabilitation business and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its Bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least two (2) contract(s) requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its Bid, a minimum of \$5,000,000.00 annual gross income from the type of service required under this Contract.
- d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words

“acting jointly and severally”. All joint venture Bidders must provide documentation of their legal status.

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

## **12. Background Qualification Questionnaire (BQQ)**

The Bidder shall submit a completed Background Qualification Questionnaire (BQQ) required for itself and all subcontractors and vendors known to the Bidder at the time of bid submission. This document and instructions for submitting the completed BQQ to the Authority’s Office of Inspector General can be obtained at the Authority’s website through the following link:

[http://www.panynj.gov/wtcprogress/pdf/PANYNJ\\_OIG\\_WTC\\_BQQP.zip](http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip)

## **13. Available Documents**

The following documents will be made available for reference and examination during the facility inspection:

ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT PATH FACILITIES, STATIONS AND SHOPS IN NEW JERSEY AND NEW YORK; CONTRACT #46000007588.

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

## **14. Contractor Staff Background Screening**

The Contractor awarded this contract may be required to have its staff, and any subcontractor’s staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and any subcontractors) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense. Costs for staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877)522-7922.

(2) A Bidder, by submitting its proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the Contract and, in doing so, agrees not to enter into contractual agreements with PATH or Port Authority prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.

(3) If the Port Authority or PATH determines that a Contractor has violated any term of this clause entitled “Organizational Conflict of Interest”, the Port Authority or PATH may take any appropriate action available under the law or regulations to obtain redress including, but not be limited to, requiring the Bidder to terminate any affiliation or contractual arrangement with a PATH or Port Authority prime contractor or first-tier subcontractor at no cost to the PATH or to the Port Authority, determining the Bidder ineligible to compete for or be awarded any subsequent or “follow-on” contracts that may be based upon the Bidder’s actions under the resultant Contract or violations of this numbered clause, or terminating such contract, in whole or in part.

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,  
TABLE OF CONTENTS**

1.	General Agreement .....	2
2.	Duration .....	2
3.	Payment.....	3
4.	Price Adjustment.....	4
5.	Liquidated Damages .....	5
6.	Insurance .....	7
7.	Increase and Decrease in Areas or Frequencies.....	9
8.	Extra Work.....	9

## **PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS**

### **1. General Agreement**

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

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

### **2. Duration**

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

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

### **3. Payment**

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Superintendent/Manager.
- b) The Contractor shall submit to the Superintendent/Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Superintendent/Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of PATH's verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of PATH shall operate to (1) release the Contractor from any obligation under or upon this Contract, or to (2) estop PATH from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to (3) preclude PATH from recovering any monies paid in excess of those lawfully due or (b) to which PATH may be entitled on account of any damage sustained by PATH and attributable to any act or omission of the Contractor.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by PATH, the Contractor shall pay to PATH the difference promptly upon receipt of PATH's statement thereof. PATH may, however, in its discretion elect

to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

#### **4. Price Adjustment**

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the three years of the Base Term of (June 1, 2015 through May 31, 2018). For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled “Duration/Escalation” or “Duration” in Part II, hereof) the Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the “Price Index”).

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

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

For the third one year Option Period of the Contract, the Price Index shall be determined for the months of December 2018 and December 2019. The amounts payable to the Contractor in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for December 2019 and the denominator of which is the Price

Index for December 2018. The resulting product shall be the amounts payable to the Contractor in the third Option Period.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

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

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

## **5. Liquidated Damages**

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 PATH 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:

### **a.) Failure to perform any services in the Specification**

In the event that during any monthly period the Contractor fails to perform all or any part of the Services as specified in Contract Specifications as the same may, as hereinafter provided, be revised, satisfactorily or at the frequencies set forth herein, the compensation payable by PATH to the Contractor for said monthly period shall be reduced by an amount equal to the product obtained by multiplying two hundred percent (200%) of the charge per unit of measure for the applicable service for the item of work the Contractor fails to perform or unsatisfactorily performs the operation.

**b.) For "Callback Service - Non Critical"**

1. Failure to respond within the time specified in the clause of the Specifications entitled "Callback Service –Non-Critical" shall be liquidated at the rate of two hundred percent (200%) per hour of the unit price quoted by the Contractor for Emergency Labor/response by qualified mechanic for each hour or part thereof by which the Contractor's response exceeds the response time required herein.
2. Failure to begin and effect a repair within the time specified in the clause of the Specifications entitled "Callback Service –Non-Critical" shall be liquidated at the rate of two hundred percent (200%) per hour of the unit price quoted by the Contractor for Emergency Labor for each hour or part thereof by which the Contractor's repairs exceeds 4 hours after arrival without notification and request to Superintendent of additional time required as specified herein. These damages shall be limited to a daily maximum of \$800 for each day the required repair is delayed.

**c.) For "Callback Service - Critical"**

1. Failure to respond within the time specified in the clause of the Specifications entitled "Callback Service Critical" shall be liquidated at the rate of two hundred percent (200%) of the unit price quoted by the Contractor for Emergency Labor/response by qualified mechanic per hour for each hour or part thereof by which the Contractor's response exceeds the response time required herein.
2. Failure to begin and effect a repair within the time specified in the clause of the Specifications entitled "Callback Service –Critical" shall be liquidated at the rate of two hundred percent (200%) per hour of the unit price quoted by the Contractor for Emergency Labor for each hour or part thereof by which the Contractor's repairs exceeds 4 hours after arrival without notification and request to Superintendent of additional time required as specified herein.

**d.) Failure to Provide Required or Requested Information**

In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by PATH or fails to submit any documentation, reports or records as required, the amount payable by PATH to the Contractor hereunder shall be reduced by an amount equal to fifty dollars (\$50) per day multiplied by the number of days or fractions of days thereof the Contractor fails to maintain or provide any documentation, report or record, said amount or amounts to be deducted from any sums due and owing from PATH to the Contractor hereunder as PATH shall determine from time to time in its sole discretion.

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

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

## **6. Insurance**

### Insurance Procured by the Contractor

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

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

Automobile Liability Insurance - \$3 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 & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured, including but not limited to premises-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 conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period . An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim

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

“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the

jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

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

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

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 Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing 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 Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then 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 Contractor 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 Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS#4688N]

## **7. Increase and Decrease in Areas or Frequencies**

The Superintendent/Manager shall have the right, at any time and from time to time in his or her sole discretion, to increase and/or decrease the frequencies of all or any part of the services required hereunder or to add areas not described herein in the Specifications or to remove areas or parts of areas which are hereunder so described. In the event the Superintendent/Manager decides to change any frequencies or areas such change shall be by written notice given to the Contractor not less than five (5) days prior to the effective date of said changes, said changes to be effective upon the date specified in said notice.

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

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

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

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

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

## **8. Extra Work**

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

Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

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

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

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

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

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

"Materials" means temporarily-installed and consumable materials as well as permanently-installed materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer,

producer or dealer does not include delivery and in case of temporarily-installed materials, less their salvage value, if any.

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Superintendent/Manager within five (5) days following the receipt of written or verbal notice from the Superintendent/Manager or, in the case of an emergency as determined by the Superintendent/Manager, within twenty-four (24) hours following the receipt by the Contractor of the Superintendent/Manager's written or oral notification. Where oral notification is provided hereunder, the Superintendent/Manager will thereafter confirm the same in writing.

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

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

1. SIGNATURE SHEET .....	2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET.....	3
3. PRICING SHEET(S) .....	4
Entry of Prices.....	4

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

**1. SIGNATURE SHEET**

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

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

Bidding Entity \_\_\_\_\_

Bidder's Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_ EIN# \_\_\_\_\_

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

**ACKNOWLEDGEMENT:**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally came before me, \_\_\_\_\_, who, duly sworn by me, did depose that (s)he has knowledge of the matters herein stated, that they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

\_\_\_\_\_  
Notary Public

NOTE: If a joint venture is bidding, duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate by checking the box below if a signed, explanatory statement in connection with this section is attached hereto.      9     

If certified by the Port Authority as an SBE or MWBE: \_\_\_\_\_ (indicate which one and date).

**2. NAME AND RESIDENCE OF PRINCIPALS SHEET**

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
------	-------	--

### **3. PRICING SHEET(S)**

#### **Entry of Prices**

- a. The prices quoted shall be written in figures, in ink (preferably black ink) where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders shall ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Estimated Total Contract Price based upon the Unit Prices inserted by the Bidder, which amount shall then govern in all cases.
- e. In the event that a Bidder quotes an amount in the Estimated Total column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

**PRICING SHEETS**

**EXHIBIT "A"**

**MAINTENANCE OF ELEVATORS & ESCALATORS**

			(1)	(2)	(3)
<b>ITEM NO.</b>	<b>EQUIPMENT</b>	<b>BUILDING LOCATION (DESIGNATION)</b>	<b>MONTHLY UNIT MAINTENANCE PRICE</b>	<b>NO. # OF UNITS</b>	<b>ESTIMATED TOTAL ANNUAL PRICE (1) x (2) x 12 MONTHS</b>
A.1	Houghton/MCE ELC Model 5 Passenger Elevator	Journal Square Transportation Center, Jersey City, NJ (Numbers 1 – 4)	\$ _____	4	\$ _____
A.2	Houghton/MCE EVC Model 5 Freight Elevator	Journal Square Transportation Center, Jersey City, NJ (Number 5)	\$ _____	1	\$ _____
A.3	Houghton/MCE EVC Model 5 Passenger Elevator	Journal Square Transportation Center, Jersey City, NJ (Numbers 6 & 7)	\$ _____	2	\$ _____
A. 4	MCE Hydraulic Freight Elevator	Journal Square Transportation Center, Jersey City, NJ (Number 8)	\$ _____	1	\$ _____
A.5	Model 5 Elderly/Disabled Hydraulic Elevator	Journal Square Transportation Center, Jersey City, NJ (Numbers 9 & 10)	\$ _____	2	\$ _____
A.6	MCE Hydraulic Elderly/Disabled Elevator	Newport Station, Jersey City, NJ (Numbers 1 – 3)	\$ _____	3	\$ _____
A.7	Houghton MCE Hydraulic Passenger Elevator	Exchange Place Station, Jersey City, NJ (Number 11)	\$ _____	1	\$ _____
A.8	MCE Traction/Electric Passenger Elevators	Exchange Place Station, Jersey City, NJ (Numbers PE55 & PE66)	\$ _____	2	\$ _____
A.9	MCE Hydraulic Passenger Elevator	Harrison Car Maintenance Facility Control Tower, Harrison, NJ (Number PE1)	\$ _____	1	\$ _____

A.10	MCE Hydraulic Freight Elevator	Harrison Car Maintenance Facility Main Repair Shop, Harrison, NJ (Number FE3)	\$ _____	1	\$ _____
A.11	MCE Hydraulic Passenger Elevator	Harrison Car Maintenance Facility Main Repair Shop, Harrison, NJ (Number PE2)	\$ _____	1	\$ _____
A.11	Schindler 330 Hydraulic Passenger Elevator E & D	Hoboken Station, Hoboken, NJ (Number PE1)	\$ _____	1	\$ _____
A.12	Hydraulic Freight Elevator	Consolidated Shop, Jersey City, NJ (Number PE1)	\$ _____	1	\$ _____
A.13	Hydraulic Freight Elevator	Waldo Yard Coin Room, Jersey City, NJ (Number PE1)	\$ _____	1	\$ _____
A.14	MCE Hydraulic Passenger Elevator E & D	33 <sup>rd</sup> Street Station, New York, NY (Number PE1)	\$ _____	1	\$ _____
A.15	Hydraulic Passenger Elevators E & D	WTC Station, New York, NY (Number 10 & PE3)	\$ _____	2	\$ _____
A.16	KONE ECO 3000HD Escalators (13' rise)	Journal Square Transportation Center, Jersey City, NJ – Train Platform to Mezzanine (Numbers 1-4)	\$ _____	4	\$ _____
A.17	Thyssen Krupp Victoria Escalators (17'7" rise)	Journal Square Transportation Center, Jersey City, NJ – Concourse to Bus Platforms (Numbers 5 - 12)	\$ _____	8	\$ _____
A.18	O&K Rolltreppe Escalators (17' rise)	Journal Square Transportation Center, Jersey City, NJ – Concourse to Plaza Level (Numbers 13 & 14)	\$ _____	2	\$ _____
A.19	KONE ECO 3000HD Escalators (12'8" rise)	Journal Square Transportation Center, Jersey City, NJ – Mezzanine to Concourse (Numbers 15-17)	\$ _____	3	\$ _____

A.20	O&K Rolltreppe Model RT-HD 100/30Escalators (18'6" rise)	Newport Station, Jersey City, NJ (Numbers 1 – 4)	\$ _____	4	\$ _____
A.21	KONE/O&K Rolltreppe Model RT- HDLS 5114461- 463 Escalators (76' rise)	Exchange Place Station, Jersey City, NJ (Numbers 1 - 3)	\$ _____	3	\$ _____
A.22	O&K Rolltreppe Model RT-HD 100/30Escalators (14' rise)	Grove Street Station, Jersey City, NJ (Numbers 1 & 2)	\$ _____	2	\$ _____
A.23	Schindler 9700 Escalators	World Trade Center, NY, NY (Numbers 1 – 8)	\$ _____	8	\$ _____
A.24	Cetek Elevator & Escalator Remote Monitoring System	Journal Square Transportation Center, Jersey City, NJ	\$ _____	1	\$ _____
A.25	Elevator	Grove Street Station, Jersey City, NJ (Number 1)	\$ _____	1	\$ _____
A.26	Vertical Platform Lift*	Grove Street Station, Jersey City, NJ (Number 1)	\$ _____	1	\$ _____
A.27	Elevators	Harrison Station, Harrison, NJ (Numbers 1 – 4)	\$ _____	4	\$ _____
A.28	Escalators	Harrison Station, Harrison, NJ (Numbers 1 – 3)	\$ _____	3	\$ _____

A.29 TOTAL ESTIMATED ANNUAL PRICE FOR MAINTENANCE OF ELEVATORS & ESCALATORS = \$ \_\_\_\_\_  
(SUM OF ITEMS A.1 THRU A.28)

A.30 TOTAL ESTIMATED THREE (3) YEAR PRICE FOR MAINTENANCE OF ELEVATORS & ESCALATORS = \$ \_\_\_\_\_  
(A.29 TIMES 3)

NOTE: Unit prices are for maintenance to be performed in accordance with the Section of the Scope of Work entitled "Maintenance of Elevators" and Maintenance of Escalators." Unit Prices include all labor and parts to perform maintenance and necessary repairs. Any and all maintenance will be subject to the manufacturer's recommended best practices at a minimum.

**PART IV - 7**  
**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

Rev. 1/7/15 (PA/PATH)

**EXHIBIT "B"**

**CODE REQUIRED INSPECTIONS AND TESTS  
OF ELEVATORS AND ESCALATORS**

ITEM NO.	Type of Inspection and Test	Estimated Total Number of Inspections and Tests per Unit Performed in the Three (3) Year Period As Per Code (a)	No. of Units to be tested and inspected (b)	Price For performing Test once (c)	Estimated Total 3 Year Price (a) x (b) x (c)
<b>Routine:</b>					
B.1	Hydraulic Elevators	3	22	\$ _____	\$ _____
B.2	Electric Elevators	3	9	\$ _____	\$ _____
B.3	Escalators	3	37	\$ _____	\$ _____
<b>Periodic:</b>					
B.4	Hydraulic Elevators (NJ)	3	19	\$ _____	\$ _____
B.5	Hydraulic Elevators (NY)	9	3	\$ _____	\$ _____
B.6	Electric Elevators	3	9	\$ _____	\$ _____
B.7	Escalators	3	37	\$ _____	\$ _____
<b>Five (5) Year:</b>					
B.8	Electric Traction Elevators	1	9	\$ _____	\$ _____

B.9 ESTIMATED THREE (3) YEAR PRICE FOR CODE REQUIRED INSPECTIONS AND TESTS OF ELEVATORS AND ESCALATORS = \$ \_\_\_\_\_  
(SUM OF ITEMS B.1 THRU B.8)

NOTE: Unit prices are for Routine, Periodic and Five (5) Year Inspections and Tests are to be performed in accordance with Part V Section 13 entitled "Maintenance and Inspections of Elevators" and "Maintenance and Inspections of Escalators." Unit Prices are all-inclusive and include all labor and parts to perform the Inspections and Tests.

**EXHIBIT "C"**

**CLEANDOWNS OF ESCALATORS – 3 YEARS**

		(1)	(2)	(3)	(4)
ITEM NO.	EQUIP- MENT	ESTIMATED CLEANING PRICE PER UNIT	ESTIMATED NUMBER OF UNITS FOR CLEANDOWN	FREQUENCY OF CLEANDOWNS	ESTIMATED TOTAL PRICE FOR CLEANDOWNS (1) X (2) X (3)
C.1	Escalators (not including Exchange Place Station, Jersey City, NJ	\$ _____	26	3	\$ _____
C.2	Escalators Exchange Place Station, Jersey City, NJ	\$ _____	3	3	\$ _____
C.3	Escalators WTC New York, NY	\$ _____	8	3	\$ _____
C. 3	TOTAL ESTIMATED THREE (3) YEAR PRICE FOR CLEANDOWNS \$ _____ (SUM OF ITEMS C.1 THRU C.2)				

NOTE:

- (1) The cleandowns shall include dismantling and reassembling steps and interior side panels as specified in paragraph "H", in Section of the Specifications entitled, "Maintenance of Escalators."
- (2) The cleandowns of all escalators, other than the units at Exchange Place Station, Jersey City, NJ, shall be performed by the Contractor's staff assigned on a full-time basis and is included in the Monthly Unit Maintenance Price in Exhibit A.

**EXHIBIT "D"**

**PROJECT WORK**

Provide a Lump Sum bid price for the items listed below. Project Work may, at the sole discretion of the Superintendent, be performed during the term of the Contract. No Project Work shall be started without proper authorization. Lump Sum prices are all-inclusive and shall include wages and benefits, the Contractor's overhead, profit, travel time, cost for vehicle/equipment use, including tolls, and any other things necessary to complete the Project Work.

<u>ITEM NO.</u>	<u>PROJECT WORK</u>	<u>LOCATION/ EQUIPMENT</u>	(1) <u>ESTIMATED PRICE PER UNIT</u>	(2) <u>ESTIMATED NUMBER OF UNITS</u>	(3) <u>LUMP SUM PRICE FOR PROJECT WORK</u> (1) X (2)
D.1	Replace Controllers with MCE units	Journal Square Transportation Center, Jersey City, NJ, (Escalator Numbers 13-14)	\$ _____	2	\$ _____
D.2	Replace Step Chain with OEM parts	Journal Square Transportation Center, Jersey City, NJ, (Escalator Numbers 13)	\$ _____	1	\$ _____
D.3	Replace Oil Tanks using AHJ/code conforming parts	Journal Square Transportation Center, Jersey City, NJ, (Elevators Numbers 9 - 10)	\$ _____	2	\$ _____
D.4	Replace Controllers with MCE units	Journal Square Transportation Center, Jersey City, NJ, (Elevators Numbers 9 - 10)	\$ _____	2	\$ _____

D.5 TOTAL ESTIMATED THREE (3) YEAR PRICE FOR PROJECT WORK  
 \$ \_\_\_\_\_  
 (SUM OF ITEMS D.1 THRU D.4)

**EXHIBIT "E"**

**EMERGENCY SERVICE LABOR**

		(1)	(2)	(3)
<u>ITEM NO.</u>	LABOR	ESTIMATED PRICE PER HOUR	THREE-YEAR ESTIMATED NUMBER OF HOURS	THREE-YEAR ESTIMATED TOTAL PRICE (1) X (2)
E.1	Mechanic Mon.-Fri. (7:00 AM- 4:30 PM)	\$ _____	300	\$ _____
E.2	Mechanic (all other times not mentioned above)	\$ _____	1000	\$ _____
E.3	Trade Helper (7:00 AM- 4:30 PM)	\$ _____	200	\$ _____
E.4	Trade Helper (all other times not mentioned above)	\$ _____	500	\$ _____
E.5	Clerk (7:00 AM- 4:30 PM)	\$ _____	100	\$ _____
E.6	Clerk (all other times not mentioned above)	\$ _____	100	\$ _____
E.7	TOTAL ESTIMATED THREE (3) YEAR PRICE FOR EMERGENCY SERVICE LABOR	\$ _____		
		(SUM OF ITEMS E.1 THRU E.6)		

Labor rates are all-inclusive and shall include wages and benefits, the Contractor's overhead, profit, travel time and cost for vehicle use including tolls.

Compensation for materials used shall be according to the Section of the Contract entitled "Extra Work" and shall be subject to the overall dollar limit on Extra Work set forth in that Section.

**EXHIBIT F**

**PATH VERTICAL TRANSPORTATION SPARE PARTS PRICE SHEETS**

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	3 Year Est. Part Quantity	Unit Price	3 Year Est. Total Price
Journal Square	<b>Elevator #5 Traction Elevator</b>	MCE solid state boards	4	\$	\$
Journal Square	Traction Elevator	MCE Microprocessor Board	4	\$	\$
Journal Square	Traction Elevator	Elevator guide rollers	15	\$	\$
Journal Square	Traction Elevator	Tape Head	1	\$	\$
Journal Square	Traction Elevator	Counterweight roller guides	10	\$	\$
Journal Square	Traction Elevator	Door clutch	4	\$	\$
Journal Square	Traction Elevator	Contactory relay	2	\$	\$
Journal Square	Traction Elevator	Fuses every type*	3	\$	\$
Journal Square	Traction Elevator	Cede Edges	2	\$	\$
Journal Square	Traction Elevator	Door gibs	5	\$	\$
Journal Square	<b>Elevator # 9 &amp; 10 Hydraulic Elevators</b>	Packing (hydraulic seals)	1	\$	\$
Journal Square	Hydraulic Elevators	Check Valve	2	\$	\$
Journal Square	Hydraulic Elevators	Door gibs	2	\$	\$
Journal Square	Hydraulic Elevators	Motor belts	1	\$	\$
Journal Square	Hydraulic Elevators	Fuses every type*	1	\$	\$
Journal Square	Hydraulic Elevators	Contactory relay	2	\$	\$
Journal Square	Hydraulic Elevators	Cede Edges	1	\$	\$
Journal Square	Hydraulic Elevators	Guide shoes	1	\$	\$
Journal Square	<b>Elevator #8, Hydraulic Elevators</b>	Hydraulic seals	1	\$	\$

Journal Square	Elevator #8, Hydraulic Elevators	MCE solid state	1	\$	\$
Journal Square	Escalators	Kone/O & K escalator step rollers	20	\$	\$
Journal Square	Escalators	Kone/O & K escalator step chain rollers	20	\$	\$
Journal Square	Escalators	Kone/O & K escalator comb plates (complete sets/top & bottom)	1	\$	\$
Journal Square	Escalator	Kone/O & K escalator circuit boards	1	\$	\$
Journal Square	Escalator	Kone/O & K escalator microprocessor mother board	1	\$	\$
Journal Square	Escalator	Kone/O & K handrail speed sensors	2	\$	\$
Journal Square	Escalator	Kone/O & K handrail speed sensor rollers	1	\$	\$
Journal Square	Escalator	Complete set side skirt brushes	1	\$	\$
Journal Square	Escalator	Kone/O & K brake coils	1	\$	\$
Journal Square	Escalator	Kone/O & K brake shoes	1	\$	\$
Journal Square	Escalators #13 & 14	Complete set of side skirt brushes	1	\$	\$
Journal Square	Escalators #13 & 14	Step chain rollers	10	\$	\$
Journal Square	Escalators #13 & 14	Brake coil	3	\$	\$
Exchange Place	Escalators	MCE escalator circuit boards (complete set)	2	\$	\$
Exchange Place	Escalators	MCE escalator microprocessor motherboard	1	\$	\$

Exchange Place	Escalators	Complete set comb plates (six in a set), top & bottom of escalator	4	\$	\$
Exchange Place	Escalators	Complete set of side skirt brushes	1	\$	\$
Exchange Place	Escalators	Electrical brake coils	4	\$	\$
Exchange Place	Escalators	Handrail sensors	1	\$	\$
Exchange Place	Escalators	Speed sensors	1	\$	\$
Exchange Place	Escalators	Missing step sensors	1	\$	\$
Exchange Place	Escalators	Handrail speed sensor roller	1	\$	\$
Pavonia/Newport	Escalators	(2) of every type of MCE escalator circuit boards	2	\$	\$
Pavonia/Newport	Escalators	MCE escalator microprocessor motherboard	1	\$	\$
Pavonia/Newport	Escalators	Complete sets of comb plates (6 in a set), top and bottom of escalator	1	\$	\$
Pavonia/Newport	Escalators	O & K electrical brake coil	1	\$	\$
Pavonia/Newport	Escalators	O & K brake solenoid	1	\$	\$
Pavonia/Newport	Escalators	O & K brake pads	4	\$	\$
Pavonia/Newport	Escalators	Speed sensor	1	\$	\$
Pavonia/Newport	Escalators	handrail sensor	1	\$	\$
Pavonia/Newport	Escalators	handrail sensor roller	1	\$	\$
Pavonia/Newport	Escalators	Spare set of side skirt brushes	1	\$	\$
Pavonia/Newport	Escalators	Handrail newel roller assembly	2	\$	\$
GROVE STREET	Escalators	MCE escalator circuit boards	1	\$	\$
GROVE STREET	Escalators	MCE escalator microprocessor motherboard	1	\$	\$
GROVE STREET	Escalators	O & K escalator steps	8	\$	\$

GROVE STREET	Escalators	O & K escalator complete set comb plates, top and bottom of escalator	1	\$	\$
GROVE STREET	Escalators	Complete set of side skirt brushes	1	\$	\$
GROVE STREET	Escalators	O & K electrical brake coil	1	\$	\$
GROVE STREET	Escalators	O & K escalator brake solenoid	1	\$	\$
GROVE STREET	Escalators	Brake pads	2	\$	\$
<b>THYSSEN KRUPP ESCALATORS @ JOURNAL SQUARE #5 thru 12</b>					
TK-Journal Square	Escalator	Skirt brushes	1	\$	\$
TK-Journal Square	Escalator	Demarcation bulbs	6	\$	\$
TK-Journal Square	Escalator	Complete demarcation light fixture	1	\$	\$
TK-Journal Square	Escalator	Set of side skirt brushes	1	\$	\$
TK-Journal Square	Escalator	Handrail speed sensors	1	\$	\$
TK-Journal Square	Escalator	Missing step switches	1	\$	\$
TK-Journal Square	Escalator	Brake Sensors	2	\$	\$
<b>WORLD TRADE CENTER ESCALATORS</b>					
WORLD TRADE CENTER	Escalators	Schindler escalator steps	20	\$	\$
WORLD TRADE CENTER	Escalators	Schindler escalator step rollers	30	\$	\$
WORLD TRADE CENTER	Escalators	Schindler escalator step chain rollers	35	\$	\$
WORLD TRADE CENTER	Escalators	Handrail drive chains	1	\$	\$
WORLD TRADE CENTER	Escalators	Main drive chains	1	\$	\$
WORLD TRADE CENTER	Escalators	Handrail speed sensors	1	\$	\$

WORLD TRADE CENTER	Escalators	brake solenoids - 120 volt	2	\$	\$
WORLD TRADE CENTER	Escalators	brake solenoids - 97 volts	2	\$	\$
WORLD TRADE CENTER	Escalators	Complete demarcation lights	2	\$	\$
WORLD TRADE CENTER	Escalators	Demarcation light bulbs	6	\$	\$
WORLD TRADE CENTER	Escalators	Complete key switches - start and stop	1	\$	\$
WORLD TRADE CENTER	Escalators	Key switches - start & stop	1	\$	\$
WORLD TRADE CENTER	Escalators	Schindler Safety Switches	5	\$	\$
<b>WORLD TRADE CENTER - ELEVATORS</b>					
WORLD TRADE CENTER	ELEVATORS	Spare relays of every type used	3	\$	\$
WORLD TRADE CENTER	ELEVATORS	Victaulic fittings of every size used	1	\$	\$
<b>HOBOKEN - ELEVATOR</b>					
HOBOKEN	ELEVATOR	Complete solid state boards for Schindler 330 Elevator	1	\$	\$
HOBOKEN	ELEVATOR	Microprocessor motherboard for Schindler 330 Elevator	1	\$	\$
HOBOKEN	ELEVATOR	Spare door motor	1	\$	\$
HOBOKEN	ELEVATOR	Set of door lock parts	1	\$	\$

HOBOKEN	ELEVATOR	Set of seals for hydraulic elevator	1	\$	\$
HOBOKEN	ELEVATOR	Spare set of relays of all types used on the Schindler 330 Elevator	1	\$	\$
<b>PAVONIA/NEWPORT - ELEVATORS</b>					
PAVONIA/NEWPORT	ELEVATOR	Tape head	1	\$	\$
PAVONIA/NEWPORT	ELEVATOR	Hydraulic seals	1	\$	\$
PAVONIA/NEWPORT	ELEVATOR	Complete set of MCE solid state boards	1	\$	\$
<b>33rd STREET - ELEVATOR</b>					
33rd STREET	ELEVATOR	Cede door edge	1	\$	\$
33rd STREET	ELEVATOR	Hydraulic seals	1	\$	\$
33rd STREET	ELEVATOR	Complete set of MCE solid state boards	1	\$	\$
<b>GENERIC PARTS (ESCALATORS &amp; ELEVATORS)</b>					
All Areas	ELEVATORS & ESCALATORS	Safety Switches	5	\$	\$
All Areas	ELEVATORS & ESCALATORS	Victraulic fittings all sizes	1	\$	\$
All Areas	ELEVATORS & ESCALATORS	relays of all types used	4	\$	\$
All Areas	ELEVATORS & ESCALATORS	All types of key switches on elevators & escalators	1	\$	\$
All Areas	ELEVATORS & ESCALATORS	Hall buttons, call buttons	3	\$	\$

All Areas	ELEVATORS & ESCALATORS	Spare bulbs of every type used	2	\$	\$
All Areas	ELEVATORS & ESCALATORS	Complete set of GAL door parts ( belts, rollers, hangers, door arms, etc.)	3	\$	\$
<b>ESTIMATED TOTAL PRICE (sum of items above)</b>				<b>(F1)</b>	\$

**EXHIBIT G**

**PRICE SUMMARY**

- G.1. TOTAL ESTIMATED THREE (3) YEAR PRICE FOR MAINTENANCE OF ELEVATORS & ESCALATORS (From A.30) \$ \_\_\_\_\_
- G.2. TOTAL ESTIMATED THREE (3) YEAR PRICE FOR CODE REQUIRED INSPECTIONS AND TESTS OF ELEVATORS AND ESCALATORS (From B.9)\$ \_\_\_\_\_
- G.3. TOTAL ESTIMATED THREE (3) YEAR PRICE FOR CLEANDOWNS (From C.3) \$ \_\_\_\_\_
- G.4. TOTAL ESTIMATED THREE (3) YEAR PRICE FOR PROJECT WORK (From D.5) \$ \_\_\_\_\_
- G.5. TOTAL ESTIMATED THREE (3) YEAR PRICE FOR EMERGENCY SERVICE LABOR (From E.7) \$ \_\_\_\_\_
- G.6. TOTAL ESTIMATED SPARE PARTS COST (From F.1) \$ \_\_\_\_\_

TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE :

\$ \_\_\_\_\_ (Sum G.1 thru G.6)

Note: Compensation to the Contractor will be determined from the actual work performed and the applicable prices therefor.

Bidder Name: \_\_\_\_\_

PART V – SPECIFICATIONS, TABLE OF CONTENTS

1. Specific Definitions.....2

2. Work Required by the Specifications.....4

3. Prevailing Wages.....6

4. Materials, Supplies and Equipment.....7

5. Electronic Sign In – Sign Out System.....10

6. Personal Requirements .....10

7. Transportation for Contractor's Personnel.....11

8. Scheduling of Work .....12

9. Staffing Requirements.....19

10. Approval of Equipment, Materials and Supplies .....20

11. Employee Uniforms and Appearance.....21

12. Breakdown, Malfunction or Damage .....22

13. Maintenance and Inspections .....23

14. Callback Service.....50

15. Project Work.....50

16. Net Cost Items and Compensation for Net Cost Items.....51

17. Service Maintenance Form.....54

18. Service Log Book.....54

19. Space Provided to the Contractor.....55

20. Vacating the Work Site.....56

21. Records and Documentation.....56

22. Repairs Resulting From Negligence, Accidents or Actions Beyond Normal Wear and Tear.....57

23. Wiring and Control Diagrams.....58

APPENDIX A – Roster of Routines and Maintenance Procedures

APPENDIX 1 – Spare Parts Inventory

## PART V – SPECIFICATIONS

### 1. Specific Definitions

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

“Facility” means PATH’s New Jersey Stations located at: Harrison Car Maintenance Facility, Harrison Station, Grove Street, Jersey City; Journal Square Transportation Center, Jersey City; Newport, Jersey City; Exchange Place, Jersey City, Hoboken Station, and New York Stations located at: 33<sup>rd</sup> Street and World Trade Center.

“Elevator” or “Lift” is a platform or an enclosure raised and lowered in a vertical shaft to transport people or freight. It is comprised of the enclosure or platform with its operating equipment, motor, cables, and accessories.

“Escalator” is a power driven moving set of stairs that carries people up or down from one level of a building or structure to another level.

“Remote monitoring system” means that system that monitors the status and condition of all Elevators and Escalators covered in this Contract that are connected to the existing remote monitoring system located at Journal Square Transportation Center.

“Normal conditions” means the normal environment for all equipment covered under this Contract. Since most of the equipment covered under this Contract is located outside, outdoor weather conditions and their effects are not considered misuse or abuse.

“Mechanic” or "Journeyman Mechanic" means an individual who has, through formal training and extensive hands-on experience, achieved competence in the field of Elevator/Escalator/Lift troubleshooting, repair and maintenance.

“Lead Mechanic” means a Mechanic who will be responsible for coordinating all of the Contractor’s on-site activities, including scheduling manpower, acquiring parts and material, coordinating with the Superintendent, communicating with the Superintendent and completing all required report submissions. Additionally the “Lead Mechanic” shall be the Superintendent’s prime contact individual.

"Helper" means a mechanic's helper who has, thorough formal training and extensive hands-on experience, achieved competence in assisting the Journeyman Mechanic in the field of Elevator/Escalator/Lift trouble shooting, repair and maintenance.

"Inspector" means anyone who inspects, tests and certifies Elevators, Escalators and Lifts and who meets the qualification requirements of The American Society of Mechanical Engineers Qualified Elevator Inspector (QEI-1).

"Maintenance" means Routine Maintenance and Inspections, Code-Required Inspections and Tests and Cleandowns.

"OEM" means the Original Equipment Manufacturer of the device or unit.

"ASME" means the latest edition of The American Society of Mechanical Engineers Safety Code For Elevators, Escalators and Lifts.

"ASME A17-1", "ASME A17.2" and ASME A17.3" mean the latest edition of The American Society of Mechanical Engineers Safety Code For Elevators, Escalators and Moving Walks.

"BOCA Building Code" means the latest edition of the Building Officials and Codes Administrators Code.

"NYC Building Code" means the latest edition of Building Code of The City Of New York plus any applicable Reference Standards, Selected Rules and Regulations of Local Law No. 76 Effective December 6, 1968 including amendments to the code.

"NEII" means National Elevator Industry, Inc. Building Transportation Standards and Guidelines-1-2000 or latest update.

"PATH" shall be synonymous with the Port Authority of New York and New Jersey ("Port Authority" or "Authority").

“Routine Work Orders” shall mean . - any maintenance task that is performed at a regular, predefined interval

“Non-Routine Work Orders” shall mean . Any maintenance task which is not performed at a regular, pre-determined frequency

“Superintendent” shall mean the Superintendent, Way & Structures Division, PATH, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally, or through his duly authorized representative or designee acting within the scope of the particular authority vested in him for the purpose of this Contract

## **2. Work Required by the Specifications**

These Specifications (or “Scope of Work”) relate generally to the performance of designated Elevator, Escalator Maintenance, Repair and Rehabilitation Services ((the “Service”) at PATH’s New Jersey and New York Stations.

The Contractor shall furnish all labor, supervision, vehicles, uniforms and equipment, (including materials, parts and supplies) and shall do all other things necessary or proper therefor or incidental thereto, all in strict conformance with the provisions of the Contract and as the same may be amended; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

The enumeration in this specification of particular things to be furnished or done at the Contractor’s expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be furnished and done; but the Contractor shall perform all work as required without other compensation than that specifically provided, whatsoever changes may be made in the Contract, whatsoever work may be required in addition to that required by the Contract in its present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

There are thirty seven (37) Escalators and thirty one (31) Elevators (Please see Section IV, Pricing Sheets, Exhibit “A” for listing and locations) to be covered under this Contract. The Contractor shall maintain all units in good operational condition and shall meet all applicable local, state and PATH requirements. The Contractor shall use only OEM parts unless otherwise authorized by the Superintendent.

The Contractor shall perform and support initial, periodic, and routine inspections and tests of the Escalators and Elevators in accordance with the requirements of the latest editions, including supplements, of both the Safety Code for Elevators and Escalators, (ASME A17.1) and the applicable Inspections, Manuals for Elevators and Escalators, (ASME

A17.2.1 - electric Elevators, A17.2.2 - hydraulic Elevators and A17-2.3 - Escalators) and provisions of governmental regulations (for example, NYC Building Code) which would be applicable if PATH were a private corporation. The Contractor shall perform the inspections and tests as indicated in this section of this Scope of Work.

All costs for inspections and tests shall be included in the unit prices given in Contractor's Pricing Sheets. The Contractor shall provide a dedicated team, not impacting or diminishing PATH regular staffing all equipment, materials and apparatus for the Contractor to properly perform the inspections and tests. The Contractor shall inform PATH of the schedule of code inspections and tests approximately ten (10) business days in advance of testing to allow PATH the opportunity to provide an inspector to witness the tests and inspections. The Contractor must properly document all the inspections and tests regardless of any other reports generated by any other parties (for example, Port Authority and/or PATH Inspector or Insurance carriers.). Additionally the Contractor must provide all documentation of all tests and inspections to PATH electronically and in writing within 10 days of each specific unit completed. Contractor shall create and maintain a "punch list" of items to be addressed with completion date for each item. If the Contractor does not provide all the aforementioned documentation PATH may retain payment of the next monthly maintenance invoice until it receives all documentation. If for any reason an inspection or test is delayed, extended or rescheduled, then the Contractor shall be responsible for completing and supporting the inspection or test at no additional cost to PATH.

Routine Inspections & Tests and Periodic Inspections & Tests will be required to be performed on each unit bi-weekly or at such other frequencies as the code requires or Superintendent may designate. A more thorough "Code Inspection" and full clean down of each individual unit based on the applicable ASME standard, New York City Building Code or other applicable codes to satisfy the minimum five (5) code inspections required in two (2) years are anticipated to be conducted continually. One (1) bi-weekly "Routine Inspection" per unit will be substituted with a "Code Inspection" on a rotating basis to allow extra time necessary to perform the more thorough code-mandated inspection within each cycle. Each unit shall be examined bi weekly for a total of twenty six (26) inspections per year. The cycle shall commence within 30 days of the issuance of the Contract. Code Inspection tests occurring between January 1<sup>st</sup> and September 15<sup>th</sup> of the Calendar year shall serve to satisfy the Code inspection requirement.

For Facilities located in New York City, Elevators and Escalators shall have five (5) code inspections within a two (2) year period or shall be inspected at some other frequency, as designated by the Superintendent. Three (3) of the code inspections shall be witnessed by PATH and the other two (2) code inspections shall be verified by the Contractor at no additional expense to the Port Authority. It is currently anticipated that such code inspections shall be performed at eight (8) month intervals. The Contractor shall supply documentation proving all items covered in the code have been tested and inspected. The Contractor's code inspection shall be at intervals not to coincide with PATH's code inspection, but rather at said times as to fulfill the code requirements.

PATH shall have the right to perform its own inspections and tests of the equipment at any time and to request that the Contractor assist PATH in PATH's tests and inspections at no additional charge.

Any deficiencies discovered as a result of inspections and tests performed by the Contractor and/or PATH, shall be corrected immediately by the Contractor. Deficiencies identified as having an impact on safe operation will cause the unit to be taken out of service. The equipment shall be retested by the Contractor to verify that the deficiencies have been corrected to the satisfaction of the Superintendent, or his authorized representative. Upon completion of these inspections and tests and the correction of deficiencies, the Contractor shall render to the Superintendent a written statement of the results of the inspections and tests. All retesting herein shall be at no cost to PATH.

The Contractor is fully responsible for (1) the services as specified herein for Elevators and Escalators, including the replacement of all parts, except those parts listed in the clause entitled "Parts Exclusion" and for (2) the provision of all labor required to continually keep the Elevators, Escalators and Lifts in operation and in compliance with applicable codes and standards.

This agreement covers but is not limited to the following categories of services:

- A. Maintenance, Testing and Inspection - which includes but is not limited to preventive maintenance, routine maintenance, routine inspections, periodic inspections, code inspections, parts, tests, non-routine repairs and cleanowns.
- B. Callback Service; in response to requests to immediately troubleshoot or perform repairs following unplanned events
- C. Project Work; may consist of vandalism repairs, upgrades, and other tasks, (which PATH may elect to perform itself.)

### **3. Prevailing Wages**

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to its workmen, laborers, carpenters or mechanics (who are employed by it to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of the opening of the Bids.

For the purposes of this Contract, for work being performed in the State of New Jersey, Contractors and Subcontractors are directed to utilize the State of New Jersey,

Department of Labor and Workforce Development prevailing wage levels established pursuant to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) for workers engaged in public works projects in the Counties of Bergen, Essex, Hudson and Union. The applicable prevailing wage rates shall be those, which are in effect for the locality and for the period of time in which the work is to be performed. Current prevailing wage rates may be downloaded at:

[http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)

The provisions of this clause are inserted in this Contract for the benefit of such workmen, laborers, carpenters and mechanics as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any workmen, laborer, carpenter or mechanic less than the rates of wages and supplements above described, such workmen, laborers, carpenters and mechanics shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which they are entitled under this clause. If such workmen, laborers, carpenters or mechanics are employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of at least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such workmen, laborers, carpenters or mechanics shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any workman, laborer, carpenter or mechanic to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

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

The Contractor's or Subcontractor's failure to comply with any provision of this numbered clause may be deemed as a substantial breach of this Contract.

#### **4. Materials, Supplies and Equipment**

Beginning with the effective date of this Contract, the Contractor shall establish procedures for performance in conjunction with the WOTS (Work Order Tracking System) and (in the future) VAMMS (Vehicle Asset Maintenance Management System) to manage the acquisition and inventory of materials necessary for the maintenance of equipment used for operation and maintenance shall do all other things necessary or desirable for or incidental to fulfillment of his maintenance services hereunder. These activities shall be accomplished through the coordinated efforts of the Contractor's personnel and Superintendent.

1. Approval of Material, Supplies and Equipment

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

2. General

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

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

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

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

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

Various spare parts, materials, supplies, tools and equipment provided by PATH to the Contractor upon commencement, or throughout the duration, of his services hereunder shall be returned to PATH in good condition (normal wear and tear excepted) promptly upon the request of the Superintendent or, in any case, upon termination of this Contract. Except for normal wear and tear, the Contractor assumes the risks of loss of or damage to any such spare parts, materials, supplies, tools and equipment from any cause whatsoever between the time they were provided to him by PATH and the time of return thereof to PATH and the Contractor shall reimburse PATH for all costs arising from any such loss or damage.

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

PATH may provide electronic devices to be used in conjunction with the VAMMS system to be used by Contractor's employees when performing routine and non-routine maintenance. Repair of these devices for damage caused by Contractor employee misuse, neglect or vandalism will be the responsibility of the Contractor. The Contractor assumes the risk of loss of any electronic device. Battery replacement, device programming and periodic maintenance and repairs due to normal wear and tear will be the responsibility of PATH.

The Contractor, at his expense, shall be responsible for providing the distribution and replacement, as necessary, of all safety equipment for staff employed at the Facility, including but not limited to, safety goggles, respirators, work gloves, bump caps, safety vests, safety shoes and hearing protection.

### 3. Equipment and Tools Provided to the Contractor

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

The Contractor agrees to use the equipment provided in accordance with the Superintendent's directions, and shall not permit others to operate the equipment or use the tools.

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

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

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

4. Contractor shall maintain the required inventory of parts at the Facility in accordance with Appendix 1. The Contractor shall provide and maintain the required parts quantities, OEM or direct replacement required as per Appendix 1 to maintain PATH equipment throughout the Contract term. PATH will reimburse the Contractor for parts used to remedy conditions that are demonstrated to have resulted from other than normal causes, as described in other parts of this Contract.

The complete spare parts inventory will be PATH property.

#### **5. Electronic Sign In – Sign Out System**

PATH employs an electronic hand-reading device for the purpose of exactly ascertaining the time PATH employees and certain contractors enter and exit facilities at the beginning and end of a tour of duty. This system serves the dual purpose of acting as a time monitoring device and as a security measure. All of Contractor's employees will be given a system generated number and at a required time and place determined by PATH to register an initial hand imprint into the system; and they shall thereafter follow the procedure at the beginning and end of each tour of duty.

#### **6. Personal Requirements**

The Contractor shall employ only licensed, experienced, skilled, competent, trained Elevator/Escalator mechanics in the performance of the maintenance work. All work

shall be performed by qualified mechanics supervised by the Contractor. Mechanics must have a minimum of five (5) years experience as a Mechanic. It is not necessary for all the required experience to have been acquired with the Contractor's firm. Helpers shall have completed certified apprentice training programs. All mechanics and supervisory personnel shall be specially trained and shall have thorough experience in the maintenance of the particular types of Elevators and Escalators in PATH Facilities. The Contractor shall, if requested by PATH, furnish proof of this training and experience to the satisfaction of PATH.

If, in the opinion of the Superintendent, any employee is performing his functions unsatisfactorily, the Contractor shall replace him within twenty-four (24) hours following the Contractor's receipt of the Superintendent's request for such replacement.

The Contractor, his / her mechanics and other personnel shall adhere to the Facility's safety standards and rules and shall comply with all directives issued by the Superintendent. Contractor shall ensure mechanics will carry at all times valid On Track Safety (OTS) certification to work at PATH facilities. Contractor staff will be required to renew OTS certification on yearly basis through classes provided by PATH Safety department. The Contractor's personnel shall immediately comply with all directives issued by PA Police officers. Failure to comply with authorized directives shall cause PATH to request the removal of Contractor's personnel who have failed to comply with the directive.

All Contractor's employees performing Work required hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Superintendent's staff.

Contractor employees assigned to PATH shall be enrolled in PATH's hand scanner system, utilize hand scanner equipment, and shall palm in and palm out as well as sign in and out on a daily sheet at the start and end for each tour at the Journal Square Transportation Center, Way & Structures Division Office and any other area so designated by the Superintendent. The Contractor's project staff and call back service staff shall call in at start of tour of work and out at end of tour of work to the PATH Train Control Center (PTCC) when working on PATH project or responding to a service request. All employees shall report equipped with at least the following equipment:

- A. A vehicle and or equipment to transport personnel, tools and materials to the work site.
- B. Appropriate power and hand tools and safety equipment to perform the required work.
- C. Supply of parts to restore common service interruptions resulting from Elevator and Escalator failures such as but not limited to; landing and cab door

malfunctions, cab leveling adjustments, hall and cab push button station problems and indicator outages, broken Escalator comb plates, hand rail and step problems, failed or out of adjustment safety switches, hand rail drive adjustments, comb plate and impact device trips, replacement lamps and any other items necessary to conform with the requirements of this Contract.

- D. Contractor shall provide, at no additional cost to PATH, Nextel radio/telephones or other approved communications devices to be used by Contractor employees assigned to PATH to ensure that instant communication can be achieved twenty four (24) hours a day, seven days per week among the Superintendent, Lead Mechanic and Resident Teams. For security and safety, all of the Contractor's employees shall be required to carry and immediately respond to the communications devices. Upon receiving a call from the Superintendent or designee, the Mechanic(s) shall promptly return the call via Nextel, telephone or facility assigned radio equipment. Lead Mechanic(s) will be provided a PATH radio and pager. The Contractor shall be responsible for loss or damage to Facility provided equipment. Telephone numbers for PATH Communications Desk are: (201) 216-6557 or (201) 216-6558.

## **7. Transportation for Contractor's Personnel**

The Contractor shall provide for the transportation of his personnel, materials and equipment to the various job sites throughout the Facility.

All Contractor's vehicles operated at the Facility in connection with this Contract shall be permanently marked on both sides of the vehicle on the driver and passenger doors with the Contractor's name and address in contrasting lettering having a minimum dimension of 3" high with 1/2" thick lines. Magnetic signs are not acceptable. PATH will not furnish free facility use parking passes for the Contractor in any parking garages and all vehicles must be properly placarded with facility security I.D. when driven in secured areas of PATH buildings and grounds.

The Contractor shall comply with Port Authority rules, regulations, and procedures that are now in force and with such reasonable future rules, regulations as PATH may hereafter adopt for safe operation of motor vehicles at the Facility.

## **8. Scheduling of Work**

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

The Contractor's clerical staff is also required to provide input data and run reports for a PATH specific program to calculate equipment availability

The Contractor should be aware that PATH is also currently developing a new maintenance software program, the “Vehicle Asset Maintenance Management System”, for implementation to succeed the WOTS system. The Contractor’s applicable staff will be required to attend training to understand and utilize the new system.

This section describes the WOTS, which is used to direct, audit and control the operation and maintenance activities at the Facilities. The principal components of the Work Order Tracking System include Routine and Non-routine Work Orders, appropriate Rosters of Routine Work, Equipment Record Cards and Maintenance Procedures (MP’s) as outlined or referenced for mechanical and electrical systems and equipment. MP’s are used as a guide in the Contractor’s normal preventative maintenance operations.

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

1) Schedule of Maintenance

The Contractor shall follow the schedule of maintenance for each contract year as indicated in the Rosters of Routines for the month and day stipulated by the Superintendent.

2) Work Order Tracking System/VAMMS

The principal components of the WOTS include Routine and Non-Routine work orders, Equipment Record Cards, and Maintenance Procedures as outlined or referenced for the mechanical and electrical systems and equipment. MPs are used as a guide in the contractor’s normal preventive maintenance operations at PATH.

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

The work order tracking system performs the following:

- a. It instructs and directs the Contractor to perform defined tasks at the frequencies and times as outlined in the Rosters of Routines. Routine work orders are auto-generated daily by the WOTS. The Contractor’s clerk is required to input the names of the craft persons who will perform the various routines.
- b. The auto-generated routine work order requires the Contractor to report to the General Maintenance Supervisor or Superintendent, all details of the task, the

general and specific conditions encountered, the actions taken and any recommendations for subsequent activities.

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

## ROUTINE WORK ORDERS

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

1. The Contractor shall have daily routine work orders auto-generated prior to the close of business on the preceding regularly scheduled workday.
  2. The General Maintenance Supervisor (GMS) or the Superintendent will review the routine work schedule and approve or make any necessary changes.
  3. The GMS or the Superintendent will, as necessary, coordinate with other PATH or Port Authority Units to assist in the inspection of work.
  4. The Contractor shall perform the work as specified in the Work Order. The Contractor's maintenance staff shall utilize the Bar Coding Wand System, as directed by the Superintendent.
  5. The GMS or Superintendent will inspect a representative portion of the work performed by the Contractor.
  6. The GMS will ensure that all materials and/or equipment used or rented and not supplied by PATH receives prior approval of the Superintendent before being used by the Contractor.
- b. Inspections conducted will include, but not be limited to, a review of the following criteria:
1. Quality of the Work

To ensure that the Work is being performed according to specified procedures that include building and/or local codes and equipment specifications; and in a

competent and professional manner.

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

## 2. Safe Practices and Procedures

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

## 3. Minimal Disruption to Operations

To ensure that work is performed with a minimum of operational disruption and without jeopardizing the safety of employees or the correct completion of the Work Order.

Note: No work other than emergency responses deemed Level 1 (as defined elsewhere herein) shall be performed in, or material or equipment moved into, critical PATH operations areas except as directed by the Superintendent.

## 4. Certification of Routine Work Orders

If completed work is judged to be unsatisfactory or incomplete, the GMS or Superintendent will notify the contractor of additional or incomplete work required before the Work Order will be accepted as complete.

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

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

satisfactory by the GMS or Superintendent.

5. Filing and Processing

Following verification of completion by the Contractor and approval by the GMS or Superintendent, the Work Order shall be filed by the Contractor's Clerk using the record filing system determined by PATH for references when the Lump Sum invoice is presented for payment.

## NON-ROUTINE WORK ORDERS

- a. Non-Routine work to be performed by the Contractor shall follow the procedure outlined below:
  1. The General Maintenance Supervisor or Superintendent will prepare a Non-Routine Work Order specifying work to be performed and work schedule. This work order will be approved by Superintendent.
  2. The Non-Routine Work Orders will be classified as to levels of priority with Level 1 being the highest or most critical priority. The levels are:
    - a. Level 1 – Emergency work will include such items as structural repairs, fire system problems, safety items or mechanical system/component failures. This work will be scheduled within two (2) hours of receipt of notice unless an exception is made by the GMS or the Superintendent.
    - b. Level 2 – Rush work will include such items as restarts.
    - c. Level 3 – Normal work will include such items as aesthetic improvements and other services not falling in the above categories.
  3. The GMS or Superintendent will establish the priority and forward the work order to the Contractor.
  4. The Contractor shall submit a daily work schedule for Non-Routine work prior to the close of business on the preceding workday.

5. The GMS or Superintendent will review the work schedule and approve or make changes as required.
  6. The Superintendent will coordinate any necessary reviews by other PATH or Port Authority Units. All Non-Routine work must be approved by the Superintendent before starting.
  7. The Contractor shall perform the work as specified in the Work Order Tracking System.
  8. The GMS or Superintendent will inspect the work performed by the Contractor as specified on the Work Order, depending on the level of Priority of the work.
  9. The GMS will ensure that all materials and/or equipment rented or used and not supplied by PATH receive prior approval of the Superintendent before being used by the Contractor.
- b. Inspections conducted will include but not be limited to, a review of the following criteria:

1. Quality of Work

To ensure that the work is being performed according to specified procedures that include building and/or local codes and equipment specifications; and in a competent and professional manner.

If any Work in progress is deemed unsatisfactory or unsafe, such work will be stopped by the Superintendent or his representative until the Contractor employs correct and safe procedures.

2. Safe Practices and Procedures

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

### 3. Minimal Disruption to Operations

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

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

### 4. Filing and Processing

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

### 5. Contractor's Initiative

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

The procedures specified herein shall in no way alter the Contractor's duties, obligations or responsibilities as specified in this Contract. See the clause "Approval by or on Behalf of the Superintendent," which shall control.

## EXTRA WORK ORDERS

No Extra Work shall be performed except pursuant to written order of the Director/General Manager, Deputy Director, Superintendent unmistakably indicating his intention to treat the Work described therein as Extra; and the authority to order extra work is subject to the authorization limitations set forth in the clause hereof entitled "Extra Work". In the absence of the required order signed by the Director/General Manager, Deputy Director, Superintendent, if the Superintendent shall direct, order or require any Work, whether orally or in writing, which the Contractor deems to be Extra, the Contractor shall nevertheless comply therewith, but shall within twenty-four hours give written notice thereof to the Superintendent stating why he deems it to be Extra.

1. The Extra work Orders will be scheduled within twenty-four (24) hours of receipt of notice, unless an exception is made by the GMS or Superintendent.
2. The Contractor shall submit a daily work schedule for extra work within twenty-four (24) hours of receipt of notice and prior to the close of business. Schedule shall apply to the following workday.

The GMS or Superintendent will review the work schedule, approve or make changes as required.

### **9. Staffing Requirements**

The Contractor is required to assign, as a minimum, staffing as follows:

#### Journal Square Transportation Center

One (1) Mechanic	Monday – Friday 5:00 AM to 1:00 PM
One (1) Mechanic	Monday – Friday 7:00 AM to 3:00 PM
One (1) Lead Mechanic	Monday – Friday 6:00 AM to 2:00 PM
One (1) Mechanic	Monday – Friday 11:00 AM to 7:00 PM
One (1) Mechanic	Monday - Friday 11:00AM to 7:00 PM
One (1) Clerk	Monday – Friday 8:00 AM to 12:00 PM

All staff shall be assigned to this Contract on a full time basis to perform assigned routine and non-routine work. Said employees shall be at the facility during the days and hours delineated. The Contractor shall provide such full coverage regardless of whether the regularly assigned employees are absent from the site of the work due to vacation or personal leave or for any other reason. The Contractor shall notify PATH immediately as to the employee absence and employee filling in.

The Contractor is required to provide personnel for Extra Work when such is deemed necessary by the Superintendent. The Contractor shall supply the amount of personnel required by the Superintendent within twenty-four (24) hours of receipt by the Contractor of notice from the Superintendent. The Contractor will be compensated for the Extra Work as herein, provided that he submits satisfactory written records and reports as required and approved by the Superintendent.

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

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

#### **10. Approval of Equipment, Materials and Supplies**

The Contractor shall stock, keep and maintain in a secured location an inventory that allows quick access to the Facility, a sufficient supply of spare parts and materials, specialized tools and other items as may be necessary to make replacements and repairs without delay. The Contractor shall perform a monthly routine to check and verify parts inventory, keeping a parts log and documentation of parts used and remaining in available inventory. PATH has the right to inspect and verify off-site inventory on a regularly scheduled basis.

Replacement parts policy: Contractor shall not substitute equipment parts and O.E.M. design with other manufacturers' parts or design unless approved by the Superintendent. If the O.E.M. has discontinued the item and the parts are no longer available, parts manufactured by companies other than the O.E.M. may be acceptable if said part is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other nationally recognized manufacturers'

may, upon written authorization from the Superintendent, be used in lieu of the O.E.M. parts. Contractor agrees to maintain a diagnostic tool and one set of spare boards for each equipment model, as required, on the job site, in "offsite" storage or in the Contractor's local branch office for the entire length of the Contract. Any boards used out of stock shall be replaced within twenty-four (24) hours. When it is necessary for the Contractor to replace any part or item of material during the performance of Extra Work under this Contract, the Contractor shall first submit to PATH for its approval the name of the item, the identifying number therefor, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or, if supplied by the Contractor, the price that PATH is to be billed therefor. PATH shall have the option of: a) approving same; or b) supplying said material to the Contractor itself, provided it is of quality equal to that proposed by the Contractor.

### **Parts Exclusion**

The Contractor shall not be responsible for the following under regular maintenance:

- A. Elevators: Refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, replacement of main line power switches, circuit breakers and feeders to disconnect switch.
- B. Escalators: Balustrade panels (not including skirt panels), decking repairs and replacement if the repair and /or replacement is due to vandalism.

## **11. Employee Uniforms and Appearance**

The Contractor shall provide for his personnel all necessary distinctive uniforms and company photo identification badges and woven identification insignia of a type, style and color which shall be subject to the prior and continuing approval of the Superintendent, and the Contractor's employees shall wear these uniforms and company photo identification badges or insignia at all times when performing the operations hereunder. Employees without proper identification shall not be permitted to work. While working at the Facility, the Contractor's personnel must wear the uniform at all times. The Contractor shall also ensure that its employees are wearing proper footwear for the task being performed.

The Contractor shall submit to PATH as a minimum the names and home addresses of employees who will perform maintenance work under this Contract. No employee will be permitted to work under this Contract without approval of PATH. The Contractor shall also obtain for its employees facility specific photo identification badges, safety and security cards/badges required to perform work at PATH and as approved by PATH.

Identification badges shall be worn in a conspicuous and clearly visible position by all

employees of the Contractor whenever engaged in maintenance work under this Contract.

The Superintendent shall have the right to require removal of any employee who shall fail to wear the proper uniform, footwear and identification. The exercise of this right shall not limit the obligations of the Contractor to perform the work.

## **12. Breakdown, Malfunction or Damage**

Immediately upon the Contractor's discovery or notification of any damage or sign of disrepair, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, the Contractor shall advise the Superintendent and shall place such PATH approved signage that includes a "return to service" date as are appropriate. Such signs shall be furnished by the Contractor, shall remain in place until necessary repairs are completed and shall comply with all applicable codes and Port Authority standards.

If for any reason an Elevator, Escalator or Lift should be determined to be out of service for more than thirty (30) to sixty (60) minutes for trouble shooting and diagnosis, the Contractor shall immediately notify the Superintendent that the Elevator, Escalator or Lift was taken "out of service," the reason why, and the approximate time the Elevator, Escalator or Lift is expected to be restored to service for proper and safe operation. The Contractor shall notify the Superintendent immediately if the problem is likely to incur Extra Work costs due to negligence, accidents or abuse that are not the fault of the Contractor.

When an Elevator, Escalator or Lift covered by this agreement is taken out of service, the unit shall be properly barricaded to protect patrons and work location, while not impeding, constricting, or creating unsafe condition for patron traffic. Contractor shall place a sign at each opening on all floors stating: "This (Elevator/Escalator/Lift) is being serviced" and an alternate route shall be indicated. A record shall be maintained by the Contractor of routine maintenance items in need of correction, or brought to his attention, and he shall provide this list to PATH for necessary corrective action during the Contractor's routine visit.

For planned shut downs of more than one day, the Contractor shall post a sign in the vicinity of the Elevator, Escalator or Lift at least two (2) days in advance to advise patrons of intended shut down and duration. The Superintendent shall approve the format and placement of all signs prior to implementation.

## **13. Maintenance and Inspections**

### **Maintenance and Inspections of Escalators**

The work described under the following paragraphs shall be performed by the Contractor and, unless otherwise specified, applies to all parts of the Escalators including, but not limited, to the following: steps, skirt panels, combs, surface areas of walk on plates and comb plates, plates, belts, handrails, panels and covers, structures, moving parts, machine, motor and controller parts, chains, cogs, worms, gears, thrust bearings, brake magnet coils, brake shoes and linings, motor and generator brushes, windings, commutators, rotating elements contacts, relays, coils, resistors, magnet frames and all other mechanical or electrical parts that may become inoperative during the term of the Contract.

The monthly maintenance prices for Escalators stated in the Contractor's Pricing Sheets include compensation for maintenance of Escalators as set forth in this section. Such maintenance shall consist at a minimum of all code-mandated requirements and the services outlined below and as specified by the manufacturer.

The Contractor shall provide a dedicated qualified team of at least two (2) mechanics, separate from in-house personnel, as required to assist in all the Authority's inspections, tests, and equipment evaluations. PATH shall, at all times, have the right to make inspections of the Escalators and the work of the Contractor and the Contractor agrees to perform maintenance work and make repairs deemed necessary by PATH, all of which shall be at no additional cost to PATH.

The Contractor's supervisor shall respond to any Escalator accidents involving injuries that require medical and shall provide a report/inspection of his findings within 10 business days of the event.

The Contractor at PATH's direction, must respond with available on site personnel to inspect and evaluate the condition of equipment following any flood or other weather related problem, major incident, accident, or fire and shall make and submit to PATH in writing Contractor's findings.

- A. In performing maintenance, the Contractor shall use all reasonable care to keep the Escalators in proper, reliable, safe, quiet and efficient operating condition, twenty-four (24) hours a day, seven days a week, including legal Holidays. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades and warning signs, shall take such other safety precautions as may be required and shall do all things necessary or proper for or incidental to such maintenance.

Maintenance shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to

other equipment for maintenance. All maintenance shall be, as a minimum, in accordance with the manufacturer's recommendations, NEII Performance Standards ASME A17.1 and in accordance with the provisions of law, as well as all governmental rules, regulations and orders which would be applicable if PATH were a private corporation. This includes but is not limited to the New York City Building Code as applicable. Whenever services are rendered under this Agreement, it shall be the Contractor's responsibility to contact the Superintendent or his authorized representative to report the kind of service rendered.

- B. The Contractor shall maintain each Escalator in proper adjustment for smooth, reliable, quiet operation. The Contractor shall regularly and systematically examine, clean, supply lubricants and lubricate all parts as recommended by the manufacturer and shall make any necessary adjustments to each Escalator at least bi-weekly. The Contractor shall furnish manufacturer's approved lubricants and cleaning materials, or their equivalent, which must be approved by the Superintendent. The use of excessive amounts of lubricant is to be avoided. All of PATH's Escalators are in locations outside conditioned spaces and are exposed to outdoor weather conditions. The contractor will be responsible for performing whatever extra maintenance is needed to maintain the life of all components on or in the Escalators at no extra cost to PATH. Rain, snow, ice and deicing chemicals and their effects shall not be considered negligence, misuse and abuse. Any components exhibiting signs of wear or tear shall be replaced by the Contractor at no additional cost to PATH.
- C. The preventive maintenance specified herein below is considered the minimum for each Escalator and its individual components. If specific equipment covered by this Contract requires additional preventive maintenance for safe, reliable operation, as specified by the Manufacturer, NEII Performance Standards or by ASME A17.1, the Contractor shall perform the required additional preventive maintenance without added cost to PATH.
- D. At a minimum, the Contractor shall perform maintenance service for each Escalator at the frequency indicated hereunder, subject to a time schedule submitted to and approved by the Superintendent. The "Schedule of Maintenance Checks and Services," Item Q hereinafter, indicates the maintenance routines required to be performed bi-weekly. Compensation for such maintenance routines shall be included in the Contractor's monthly prices for maintenance. Any revisions to an agreed upon maintenance time schedule must have the prior written approval of the Superintendent. The Superintendent shall have the right to revise an established maintenance time schedule by giving the Contractor one week's notice and at no additional cost to PATH.

- E. Any part or parts of an Escalator which for any reason becomes unsuitable for use shall be repaired or replaced with new components of the original manufacturer's current design. Such repair or replacement shall be included in the Contractor's monthly unit price for maintenance, unless the Contractor shows that the clause entitled "Repairs Resulting From Negligence, Accidents or Actions Beyond Normal Wear and Tear" is applicable. Such parts shall include, but shall not be limited to: machines, gears, bearings, worms, sheaves, sprockets, brakes, chains, belts, steps, pallets, switches, conductors, wiring, cables, electrical and mechanical components, handrails and all brushes.
  
- F. All wiring, conductors, cables and conduits for power, lighting and control on the load side of the disconnect switch servicing the unit shall be maintained in proper working order by the Contractor.
  
- G. Skirtboards refinishing and maintenance shall be the responsibility of the Contractor. The Contractor shall apply an approved lubricant to the skirt panels weekly. The Contractor shall use all care to apply the lubricant properly and avoid excessive spray on steps.
  
- H. The Escalators shall have five (5) code inspections within a two (2) year period. Three (3) of the code inspections will be witnessed by the Port Authority and the other two (2) code inspections shall be verified by the Contractor with no expense to the Port Authority. As a minimum the Contractor shall completely clean each Escalator during three (3) of the five (5) code inspections. The Contractor shall remove all steps and also all panels and covers necessary to completely access the interior of the units. The entire interior of each unit shall be inspected, vacuumed and wiped clean with a suitable solvent in accordance with manufacturer's recommendations. This includes but is not limited to drip pans, structures, moving components, steps, pallets, belts, handrail systems, safeties, chains, pits, trusses, roller tracks, and interiors of balustrade, skirt and newel panels. All removed parts shall be temporarily stored, and the unit barricaded as approved by the Superintendent. Inspect roller tracks for alignment; realign as required. Replace all worn components such as wheels, axles and bearings. The unit shall be reassembled after the cleaning is complete.
  
- I. Replacement of balustrades if ordered by the Superintendent, shall constitute Extra Work.

- J. Any component of the existing Escalators maintained under this Contract that is repaired, replaced or refinished by the Contractor or by others shall be maintained by the Contractor at no additional cost to PATH.
  
- K. The Escalators shall be properly physically barricaded at both ends to prevent unauthorized or public access during all work. The Contractor shall furnish and install all needed barricades and shall post "OUT OF SERVICE" signs approved by PATH at each end.
  
- L. It is the intent of the Contract to provide for complete maintenance of Authority Escalators so that they shall be in good working order and safe operating condition at all times. The ASME A17.1 and A17.2, and NYC Building Code as revised and amended, shall govern except where a more stringent code, a code having legal jurisdiction, or these Contract provisions include more rigid requirements, in which case the more rigid requirement shall apply. Work not particularly specified in the Contract, but involved in carrying out the intent of complete and proper execution of the Work, may be required, and shall be performed by the Contractor. Despite any apparent silence of the Contract as to any detail, or the apparent omission of any work to be done, only the best general practice is to prevail and only the best materials and workmanship is to be used. Interpretation of the Contract shall be made upon that basis.
  
- M. The Contractor agrees that, when an Escalator is shut down or fails to operate, he will return the equipment to service with as little delay as possible. When an Escalator is shut down or fails to operate, the Contractor shall place a sign in full view and on a barrier placed at each end of the Escalator, and at all corridor entrances indicating that the Escalator is "Temporarily Out of Order". The sign shall also include the approximate time and/or date at which the Escalator is expected to be back in service and an alternate path.
  
- N. PATH shall, at all times, have the right to make inspections of the Escalators and the work of the Contractor, and the Contractor agrees to perform maintenance work and make repairs deemed necessary by PATH at no additional cost. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to PATH.
  
- O. The Escalators shall be kept at the same speeds, as specified in the original Escalator maintenance manual. Proper safety devices and safety requirements, in accordance with all applicable codes, including ASME A17.2.3, are to be

adhered to. Additionally the comb impact devices are to be calibrated annually in both the vertical and horizontal direction with an approved dynamometer. No safety or electrical protective devices shall be rendered inoperative, except where necessary during testing, inspection or maintenance. Such devices shall be restored to their normal operating condition immediately afterwards.

- P. All records of tests, inspections and repairs. shall be recorded on forms approved by the Superintendent and kept current and will remain the responsibility of the Contractor and the property of PATH. It is the responsibility of the Contractor to provide electronic and written documentation to PATH within ten (10) business days after all test and inspections performed under this Contract. PATH will withhold all payment of invoices until all required inspection reports have been submitted to the Superintendent or his / her designee.
- Q. Maintenance Check and Services shall be performed bi-weekly, twenty six (26) times per year, for each unit and shall consist of Routine Maintenance and Inspections or Code Inspections and cleandowns. Contractor shall provide PATH with copy of routine or non-routine maintenance that shall include list of tasks performed, comments and time allotted, signed and dated by mechanic performing work.
- R. During the first two (2) months after the effective date of the Contract and once a year thereafter, the Contractor shall submit a clean down schedule for the Superintendent's approval. The Contractor shall completely clean down each Escalator once annually as described in the following maintenance description.
- S. The Routine maintenance and Inspection work performed Bi-Weekly by the Contractor shall include all repairs and parts replacement necessary for the safe operation of the Escalators and shall include but not be limited to the following. In addition to the following, Contractor is required to perform maintenance and inspections of the Escalators required as per the applicable codes:
- a. Open Pits and inspect controls and interior. Pits shall be barricaded to prevent public access.
  - b. During maintenance procedures, the unit shall not be run without qualified personnel having immediate access to the mainline switch. The mainline switch shall be mechanically locked out in the off position while working inside the normal path of moving components.
  - c. Clean and inspect controllers, relays, fuses, switches, timers and contacts. Repair as required.
  - d. Ensure a continuous visual contrast (yellow/black or yellow/silver) between the steps and side skirt panels and combs and steps at all times.

- Adjacent floor surfaces shall be continuous with the top of the landing planks with no abrupt changes in elevation of more than 1/4 inch.
- e. Worn or damaged equipment and parts creating a safety hazard shall be replaced.
  - f. All safety and operating devices shall perform both mechanically and electrically at least in accordance with the manufacturer's criteria and the applicable ASME A17.1, New York City Building Code requirements. Check operation of the controller with manufacturer's specifications.
  - g. There shall always be the code required mesh between the riser cleats and the slots on the adjacent step tread and between adjacent plates.
  - h. The clearance on either side of the Escalator steps between the step and the adjacent skirt shall be not more than three-sixteenths of an inch (3/16 in).
  - i. The use of hinges for splicing on handrails is prohibited.
  - j. Do not apply paraffin wax directly to handrail. Wax the edges of the handrail guide when lubrication is needed. Inspect handrail guide and remove all burrs and rough spots. Clean out any dust and lint present in the system.
  - k. Adjust the handrail tension and observe if there is handrail wear and tear. Repair or replace as necessary.
  - l. Replace any worn or missing handrail entry guards.
  - m. Check handrail guides for separation or damage, repair or replace section
  - n. Check handrail drive belts, chains and rollers for wear, proper tension, and abnormal noise and replace as necessary.
  - o. Eliminate any potential pinch and shear point for passengers.
  - p. Brake functions shall be checked and repaired as required. The brake shall be adjusted to meet all ASME A17.1 requirements and Manufacturers Specifications.
  - q. Comb plates with a single broken or damaged tooth or worn comb sections shall be replaced. Either Comb-plates or leading step edges shall be epoxy coated slip resistant safety yellow to provide a continuous visual contrast at each landing.
  - r. Broken or damaged step-plates or belts shall be repaired or replaced. This includes, but is not limited to, all cleats that are worn, damaged, or broken to cause the slots between the cleats to exceed 1/4 inch at any point or that create a sharp edge.
  - s. Top and bottom landing plates will be inspected to ensure they are supported, incurring no "give" when stepped on, are seated correctly, secured in place, not damaged or cracked, and are not missing fasteners.
  - t. Step-plates shall have an epoxy coated slip resistant safety yellow coating on the top surface of each step edge approximately 1 and 1/2 inch wide to provide a continuous visual contrast with the skirt panels and comb plates.
  - u. Comb-plate teeth shall mesh with and set into the slots in the step tread or treadway surfaces so that the points of the teeth are always below the upper surface of the treads. Remove any debris.
  - v. Pits at the ends of each unit and spaces under the balustrades shall be swept and vacuumed cleaned of all debris by the Contractor. There should be no visible signs of debris permitted at completion of the work.

- w. The Contractor shall treat the exposed surface of the skirt panels adjacent to the steps with a friction reducing spray material such as "ACCEL" as manufactured by Certified Laboratories, Kandall Park, NJ or an equal approved by the Superintendent. The Contractor shall use a painter's pad and take other precautions to ensure that no overspray gets onto either steps or comb-plates, and shall wipe off any such overspray in order to prevent a slipping hazard. This is not required for skirt panels made of low friction materials as specified in the ASME A17.1 Code. Contractor shall repair any damage to friction reducing coatings on skirt panels with manufacturer's approved repair materials and methods.
- x. Check all panels, covers and trims are in place, secured and free from excessive gaps, pinch points, sharp edges or tripping hazards. Damaged screws securing covers shall not be permitted.
- y. Start key switches shall be self-centering and the key must not be removable in the run position. Stop switches, doors and audible alarms shall be operational at all times. Key stations shall be permanently engraved with the Escalator number to avoid operator confusion.
- z. Lubrication of required parts shall be made in accordance with Manufacturer's recommendations with lubricants approved by the Superintendent. The Contractor must follow the manufacturer's instructions for application of all lubrication, changing Escalator drive unit lubricant and supplying PATH with oil analysis reports at lube change intervals.
- aa. Lighting associated with the Escalators shall be re-lamped as necessary during each maintenance service visit by the Contractor including, but not limited to, pit and equipment room lights, tread demarcation lights, comb illuminators, skirt-lights, handrail lights and newel lights. Use LED lights and fixtures as replacements where available.
- bb. Check that all decals and signage are in place and legible. Replace as needed
- cc. Check the tension and operation of broken step chain (carriage) devices and/or main belt tension. Repair as needed for the safe operation of the Escalator.
- dd. Check all bearings, drive motors, chains, belts, rollers, cables, pulleys, and other moving components to ensure they are in proper operating condition and properly adjusted. Repair as needed for the safe operation of the Escalator.
- ee. Check all ceiling intersection guards, deck barricades, and anti-slide devices. Replace/repair as necessary.
- ff. Maintain the entrance and exit safety zones in accordance with the ASME A17.1 Code.

## T. SCHEDULE OF ESCALATOR MAINTENANCE CHECKS AND SERVICES

Monthly (PM's) twelve (12) times per year per unit at approximately four (4) week intervals) the Contractor shall perform at a minimum the following scheduled maintenance checks and services (PM's) to each of the Escalators and all their individual components, and at the indicated frequencies:

- a. Open pits shall be barricaded to prevent public access.
- b. During maintenance procedures, the unit shall not be run without qualified personnel having immediate access to the mainline switch. The mainline switch shall be mechanically locked out in the off position while working inside the normal path of moving gear.
- c. Clean and inspect controllers, relays, fuses, switches, timers and switches, timers and contacts. Repair as required.
- d. There shall be a visual contrast between the combs and steps or pallets. Adjacent floor surfaces shall be continuous at the top of the landing plates, with no abrupt changes in elevation of more than ¼ inch.
- e. Worn or damaged equipment creating a safety hazard shall be replaced.
- f. All safety and operating devices shall perform both mechanically and electrically at least in accordance with the manufacturer's criteria and the applicable ASME A17.1, New York City Building and/or New Jersey Administrative Code requirements. Check operation of controller.
- g. On cleated risers there shall be engagement between the riser cleats and the slots on the adjacent step tread and between adjacent pallets.
- h. The clearance on either side of the Escalator steps between the step and the adjacent skirt shall be not more than three sixteenths of an inch (3/16").
- i. The use of hinges for splicing on Handrails is prohibited.
- j. Do not apply paraffin wax directly to handrail. Wax the edges of the handrail guide when lubrication is needed. Also inspect handrail guide and remove all burrs and rough spots. Clean out any dust, and lint present in the system.
- k. Adjust the handrail tension and observe if there is handrail wear and tear. Repair or replace as necessary.
- l. Replace any worn or missing handrail entry guards.
- m. Check handrail drive belts, chains and rollers for wear, proper tension, and abnormal noise and replace as necessary.
- n. Brake functions shall be checked. Repair as required. The brake shall be adjusted to meet all ASME A17.1 requirements and Manufacturers Specifications.
- o. Any comb section that doesn't meet the ASME A17.1 or the A17.2 codes shall be replaced or at the Superintendent's or his designee's sole discretion at no cost to PATH.
- p. Any step tread that does not meet the A17.1 or the A17.2 code shall be replaced at the Superintendent's or his designee's sole discretion.

- q. Combplate teeth shall mesh with and set into the slots in the step tread or treadway surfaces so that the points of the teeth are always below the upper surfaces of the treads. Remove any debris.
- r. Pits at the ends of each unit and spaces under the balustrades shall be swept or vacuumed clean of all debris by the Contractor at least once a month.
- s. The Contractor shall treat the exposed surface of the skirt panels adjacent to the steps with a friction reducing spray material such as “ACCEL” as manufactured by Certified Laboratories, Kandall Park, NJ or an equal approved by the Superintendent. This is not required for skirt panels made of low friction materials as specified in the ASME A17.1 Code. The Contractor shall use a spray funnel and take other precautions to ensure that no overspray gets onto either steps or combplates, and shall wipe off any such overspray in order to prevent a slipping hazard.
- t. Contractor shall ensure that all panels, covers and trim are in place, secured and free from excessive gaps, pinch points, sharp edges and tripping hazards.
- u. Start key switches shall be self-centering and the key must not be removable in the run position. Stop switches and audible alarms shall be operational.
- v. Lubrication of all parts requiring lubrication shall be made in accordance with Manufacturer’s recommendations and using approved lubricants.
- w. All lighting associated with the Escalators shall be relamped as necessary during each maintenance service visit by the Contractor, including, but not limited to, pit and equipment room lights, tread demarcation lights, comb illuminators, skirt lights, handrail lights and newel lights.
- x. Check drive motors for any irregularities, proper lubrication and repair as necessary.
- y. Check tension and operation of broken step chain (carriage) devices and/or main belt tension. Repair as required.
- z. Check all bearings, chains, belts, rollers, cables, pulleys and other moving components to ensure they are in proper operating condition and properly adjusted. Repair as required.
- aa. Check all ceiling intersection guards, deck barricades, and anti slide devices. Replace/repair as necessary.
- bb. Maintain the entrance and exit safety zones in accordance with the ASME A17.1 Code.

#### U. CODE REQUIRED INSPECTIONS AND TESTS

Perform five (5) Code-Required inspections within a 2-year period as per the following requirements. The inspections and tests listed below apply to Elevators, Escalators and Lifts.

- a. Three (3) of the code inspections for Escalators shall be witnessed by the Superintendent and the other two (2) code inspections shall be verified by the Contractor, with no additional expense to PATH.
- b. Examine all safety devices and conduct all code mandated and periodic inspections to ensure they occur within the frequency specified as required by code. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators, Escalators and Moving Walks, current edition and NYC Building Codes, and appropriate minimal requirements of the Section of this Contract entitled "Inspections and Tests - Code Required Routine Inspections and Tests."
- c. Perform all manufacturer required testing of the faultfinders and controllers and test connections to the building supervisory data and control system.
- d. Provide upgraded power and control one line wiring diagrams in laminated holders at each machine room.
- e. Take oil samples of gearboxes and reservoirs during the first eight (8) month cycle after commencement of the Contract and then annually thereafter. Oil samples are to be analyzed, and results to be forwarded to PATH for review.

#### V. CODE-REQUIRED ROUTINE INSPECTIONS AND TESTS

These inspections and tests shall include the requirements of ASME A17.1 Code Section 1007 Routine Inspections and Tests of Escalators and Moving Walks, the ASME A17-2.3 Inspectors Manual for Escalators and Moving Walks and the following as they apply for Escalators and moving Walks:

- a. Check and eliminate all excessive noise, vibration and abnormal operation.
- b. Ensure illumination of safety lighting (such as demarcation lights, newel lights, handrail lights or landing lights). Check alarms for proper operation. All lamps shall be group re-lamped annually unless LED lamps and fixtures are supplied and are commercially available.
- c. Check threshold, access, landing and pit cover plate condition.
- d. Check, test and adjust all operating and safety switches and devices.
- e. Clean excessive grease and oils and vacuum pits. Touch up painted surfaces on steps and /or comb plates.

## W. CODE-REQUIRED PERIODIC INSPECTIONS AND TESTS

The inspections and tests shall include the requirements of ASME A17.1 Code Section 1008 Periodic Inspection and Tests of Escalators and Moving Walks, the Routine Inspections and Test above, the ASME A17.2.3 Inspectors' Manual for Escalators and Moving Walks, and the following as they apply for Escalators and moving Walks:

- a. Speed Governors: Where a speed governor is provided the governor shall be tested by manually operating the trip mechanism. The trip mechanism shall move freely for its entire required travel. Where ASME Code requires a speed governor, the tripping speed of the governor shall be measured and recorded.
- b. Stopping Distance. Check that the stopping distance is not less than 4.5 inches (120 fpm units) or eight inches (90 fpm units) . In no case shall the stopping distance exceed the distance from the skirt obstruction devices to the combplate.
- c. Brakes: The condition of the brake linings and the tension on the brake shoes or discs shall be checked. Any adjustments to the brake motor torque shall be done at running temperature.
- d. Starting Switches: Starting switches shall be tested for proper operation and type. Key switches shall be self-centering, and the key must not be removable from the run position.
- e. Start/Stop Stations: Spring loaded doors shall operate smoothly and shall unlatch only with a key and latch with or without a key. Audible stop button pre-alert warning alarms shall be audible at 80 db at each station. Escalator station identification shall be permanently engraved in each key station to prevent operator confusion.
- f. Combplate Stop Switches: The operation of the combplate stop switches shall be tested by manually lifting the combplate to activate the switch. The force required to lift the combplate shall be measured and recorded.
- g. All other operating and safety devices and switches shall be tested for proper operation and adjusted as necessary.
- h. All moving parts including but not limited to chains, belts, rollers, cables, and pulleys shall be inspected to ensure they are in proper operating conditions and properly adjusted.
- i. All structural components shall be inspected to ensure their integrity has not been compromised.

## X. CLEANDOWNS

As a minimum the Contractor shall completely clean each Escalator once annually. The Contractor shall remove all steps and all panels or covers necessary to completely access the interior of the units. The entire interior of each unit shall be cleaned with a suitable solvent in accordance with manufacturer's recommendations. This includes but is not limited to drip pans, structures, moving components, steps, pallets belts, handrail systems, chains, pits, trusses, roller tracks, interiors of the balustrades, skirt and newel panels. In addition, all of the Escalator steps shall be sent out to a professional vendor approved by PATH to be power washed. All removed parts shall be temporarily stored and the Escalator barricaded as approved by the Superintendent. The Contractor shall inspect roller tracks for alignment; realign as required. Replace all worn components such as wheels / rollers, pins / axles and bearings where needed. Any lubrication called for by the manufacturer's recommendation shall be performed by the Contractor at this time before the Escalator is reassembled and placed into service.

- a. Any component of the existing Escalators maintained under this contract that is repaired, replaced or refinished by the Contractor or by others shall be maintained by the Contractor at no additional cost to PATH
- b. The Escalators shall be properly barricaded at both ends to prevent access during all work. The contractor shall furnish and install all needed barricades and post "OUT OF SERVICE" signs, with required start and end dates, at each end. The Superintendent must approve of all signage.
- c. No safety or electrical protective devices shall be rendered inoperable except where necessary during testing, inspection or maintenance. Such devices shall be restored to their normal operating condition immediately afterwards.
- d. Once a year perform a full clean down of each Escalator by removing all steps and panel covers to expose the entire interior truss of each unit. Inspect and vacuum the entire inner truss and wipe clean all accumulations of oil or grease on all surfaces. All steps must be sent out for offsite professional cleaning by a PATH approved vendor at no additional cost to PATH.
- e. Step-plates shall have an epoxy coated slip resistant safety yellow coating applied to the top edges of each step approximately 1½ inch wide to provide a continuous visual contrast with the skirt panels and comb plates. Ensure all steps are coated after each cleaning.
- f. Clean all handrails and remove all accumulations of glue, gum and dirt.
- g. Clean down and lubricate all key stations.
- h. Clean and polish all skirt, side and exposed balustrade panels.
- i. All cleandowns shall commence on a Thursday 10:00AM after the morning rush hour. All of the unit's steps shall be safely palletized and sent to an approved vendor, when available, or serviced at an alternative location, provided there are no impacts to regularly scheduled routine or

non-routine operations, using industry approved methodology . The Contractor shall then complete the cleandown on Saturday over the weekend. The steps shall be reinstalled into the Escalator once received the following workday. All clean downs (except for Exchange Place Escalator units) may be performed by resident staff during their normal shift or performed by a separate dedicated team without incurring additional cost to PATH.

## **Maintenance and Inspections of Elevators**

The work described under the following paragraphs shall be performed by the Contractor's staff assigned to the Contract on a full-time basis, as further described in the clauses of these Specifications entitled "Staffing Levels" and "Personnel Requirements".

The monthly maintenance prices for Elevators, listed in Exhibit A entitled "Pricing Sheets", includes compensation for maintenance of Elevators as set forth in this section and such maintenance shall consist of the services outlined below as a minimum.

The Contractor shall provide a dedicated team of qualified staff, not assigned elsewhere, as required to assist in all the Authority's inspections, tests, and equipment evaluations. PATH shall, at all times, have the right to make inspections of the Elevators and of the work of the Contractor and the Contractor agrees to perform maintenance work and make repairs deemed necessary by PATH. All of the above shall be at no additional cost to PATH.

The Contractor's supervisor and mechanic staff shall respond immediately to any Elevator accidents involving injuries that require medical attention and to any Elevator entrapments in which police/fire department respond and/or inquires occur.

The Contractor at PATH's direction must respond with available on site personnel to inspect, and evaluate condition of equipment following any flood, other weather problems, major incident, accident, fire and shall also respond in writing accordingly.

- A. In performing maintenance, the Contractor shall use all reasonable care to keep the Elevators in proper, safe, and efficient operating condition, twenty-four (24) hours per day, seven (7) days per week, including legal holidays. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and shall do all things necessary or proper for or incidental to such maintenance. All maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance. All maintenance shall be at the minimum in accordance with the manufacturer's recommendations, ASME A17.1, NEII Performance Standards and in accordance with the provisions of law, as well as all governmental rules, regulations and orders that would be applicable

if PATH were a private corporation. This includes, but is not limited to the New York City Building Code as applicable. Whenever services are rendered under this Contract, it shall be the Contractor's responsibility to contact the Superintendent or his authorized representative to report the kind of service rendered.

- B. The Contractor shall maintain each Elevator in proper adjustment for smooth, reliable, quiet operation. The Contractor shall regularly and systematically examine, clean, supply lubricants for and lubricate all parts of machinery and equipment requiring lubrication as recommended by the manufacturer and shall make any necessary adjustments to each Elevator at least bi-weekly. Manufacturer's approved lubricant and cleaning materials or the equivalent shall be as approved by PATH and furnished by the Contractor. The use of excessive amounts of lubricant is to be avoided.
- C. The preventive maintenance specified herein shall be the minimum for each Elevator and its associated components. If specific equipment covered by this Contract requires additional preventive maintenance for safe reliable operation, as specified by the manufacturer, NEII Performance Standards and by ASME A17.1, the Contractor shall perform the required additional preventive maintenance without added cost to PATH.
- D. At a minimum, the Contractor shall perform maintenance service for each Elevator at bi-weekly frequencies indicated hereunder, subject to a time schedule submitted to and approved by the Superintendent. The "Schedule of Maintenance Checks and Services", Item "P" hereinafter, indicates the maintenance routines required to be performed bi-weekly or as required by code. Compensation for such maintenance routines shall be included in the Contractor's monthly prices for maintenance.

Any revisions of an agreed upon maintenance time schedule must have the prior written approval of the Superintendent. The Superintendent shall have the right to revise an established maintenance time schedule by giving the Contractor one week's notice and at no additional cost to PATH.

- E. Any part or parts of the Elevators, which for any reason become unsuitable for use shall be repaired or replaced by the Contractor with new components of the Manufacturer's current design. Such repair or replacement shall be included in the Contractor's monthly prices for maintenance unless the Contractor shows that the repairs result from negligence accidents or abuse beyond normal wear and tear, as determined by the Superintendent. Such parts shall include, but shall not be limited to the following:
  - a. Machine, worm, gear, thrust bearings, drive sheave, and drive sheave shaft bearings, brake pulley, brake coils, contact, linings and component parts.
  - b. Motor and drives, motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.

- c. Controller, selector and dispatching equipment, all relays, solid state components, supervisory and control equipment, hardware, software (including any revisions,) resistors, condensers, wiring, conductors, cables, conduit, transformers, contacts, leads, dashpots, timing devices, computer devices, displays, remote monitoring equipment, steel selector tape, and mechanical and electrical driving equipment.
  - d. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws. Car and counterweight safety mechanisms.
  - e. Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches, governor tension sheave assembly, compensating sheave assembly, car and counterweight guide shoes, including rollers or gibs, terminal stopping and speed limiting devices.
  - f. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices, door hardware such as checks, latches, hinges and knobs.
  - g. Automatic power operated door operator, car door hangers, car door contacts, door protective devices, load weighing equipment, carframe, door hardware such as door checks, latches, hinges and knobs, door restrictors, door reopening devices.
  - h. Cab suspension, isolation pads and all load weighing equipment.
  - i. All devices, conductors, cables, and conduit for power, lighting, communications and control on the load side of the disconnect switch or demarcation in the machine room serving the unit shall be maintained in proper working order by the Contractor.
- F. The following types of services or items of equipment, if ordered, shall constitute Extra Work: refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, replacement of main line power switches, breakers and feeders to the main disconnect switch.
- G. Maintenance shall not include underground hydraulic cylinders and underground hydraulic piping, but shall include, but not be limited to, plungers, plunger guides, glands and hydraulic oil, above ground hydraulic piping and cylinders, pistons, rams, fittings, valves, and tanks. This exclusion will not apply if the Contractor does not adequately monitor for the unexplained loss of hydraulic fluid. Contractor shall clean up and remove hydraulic oil leakage and spill due to loss of hydraulic oil from equipment failure, repair or mishandling.
- H. Any components of the existing Elevators maintained under this Contract that are repaired, replaced or refinished by the Contractor or by others shall be maintained

by the Contractor at no additional cost to PATH. This includes, but is not limited to the components listed in Item (E).

- I. The hoistway doors at each landing shall be properly barricaded to prevent access during all work. The Contractor shall furnish and install all required barricades and shall post "OUT OF SERVICE" signs at each landing. The unit shall be properly barricaded to protect patrons and work locations while not impeding, constricting, or creating unsafe condition for patron traffic. The Contractor shall install the appropriate PATH approved signage to notify patrons and employees.
  
- J. It is the intent of the Contract to provide for complete maintenance of PATH Elevators so that they shall be in good working order and safe operating condition at all times. The ASME A17.1 and A17.2, as revised and amended, shall govern except where a more stringent code such as the NYC Building Code, a code having legal jurisdiction, or these Contract provisions include more rigid requirements or frequencies, in which case the more rigid requirement or frequency shall govern. Work not particularly specified in the Contract, but involved in carrying out the intent of complete and proper execution of the work may be required, and shall be performed by the Contractor. Despite the apparent silence of the Contract as to any detail, or the apparent omission from the Contract of any work to be performed, Contractor shall follow the best general practice and shall use only the best materials and workmanship. Interpretation of the Contract shall be made upon that basis.
  
- K. The Contractor agrees that when an Elevator is shut down or fails to operate, Contractor will return the equipment to service with as little delay as possible. When an Elevator is shut down or fails to operate, the Contractor shall place a sign in full view at each landing, and at all station entrances, indicating that the Elevator is "Temporarily Out of Order". The sign shall also include the approximate time and/or date at which the Elevator is expected to be back in service and the nearest alternate route. Only professional graphics approved by the Superintendent will be permitted. Hand written signs will not be permitted. The Contractor shall immediately notify the Superintendent of the outage at beginning of any shut down or failure to operate and when the unit is restored to service.
  
- L. PATH shall, at all times, have the right to make inspections of Elevators and the work of the Contractor, and the Contractor agrees to perform maintenance work and make repairs deemed necessary by PATH at no additional cost. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to PATH.

- M. The Elevators shall be kept in first class operating condition maintaining the same speeds, safety, and efficiency as specified in the original Elevator maintenance manual. Proper safety devices and safety requirements, in accordance with all applicable codes including ASME A17.2.3, are to be adhered to. No safety or electrical protective devices shall be rendered inoperative except where necessary during testing, inspection and maintenance, and such devices shall be restored to their proper operating condition immediately afterwards. Contractor shall use and follow appropriate safety devices and practices in event work in the pit or shaft/Hoistway is performed by other than the Contractor at no additional cost to PATH during assigned staff hours as defined in this Contract
- N. All records of types of inspections and repairs. shall be recorded and maintained and kept current and shall remain the responsibility of the Contractor but the property of PATH.
- O. Schedule of Maintenance Check and Services PMs shall be performed semi-monthly, quarterly, semi-annually, and annually for each unit. Routine Maintenance and Inspections shall be performed bi weekly and Code inspections shall be performed initially, periodically and at minimum as required by applicable code five (5) times in a two (2) year period. At a minimum the Contractor shall completely clean each Elevator and Lift during three (3) of the five (5) Code inspections.
- P. ROUTINE MAINTENANCE AND INSPECTIONS

Performed Bi-Weekly - The routine maintenance and Inspection work performed by the Contractor shall include but not limited to the following. In addition to the following, Contractor is required to perform maintenance and inspections of the Elevators as required per applicable codes and as outlined in the paragraph titled "CODE REQUIRED INSPECTIONS AND TESTS."

- a. Perform general inspection of all machinery and electrical components for proper operation, including but not limited to the traction motor, tanks, heaters, generator, brushes, controllers, gear box, pulleys, pumps, piping, brakes, governor, drive, valves, selectors, floor controllers, programmable logical controls, video display terminals, communications equipment and wiring. Lubricate, test and repair or replace as required.
- b. Empty drip pans, discard oil, and check reservoir oil levels. Replenish oil as needed. The level of oil shall be properly maintained above the minimum required. Pressure tanks shall be kept at least 2/3 full. Any unexplained oil leakage shall be immediately reported to the Superintendent. The amount of leakage shall not exceed 5 gallons annually.

- c. Inspect interior of cab. Test and wipe down telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel, and emergency stop button & lighting. Repair as necessary.
- d. Inspect and lubricate machinery, contacts, linkage and gearing. Repair as required.
- e. Clean and inspect controllers, selectors, relays, fuses, switches timers and contacts. Repair as required.
- f. Ride car and observe operation of doors, leveling, reopening devices and smoothness, and adjust or repair as needed. Check for proper leveling.
- g. If rails are lubricated, check condition and lubrication system. Service lubrication devices and replenish lubricant.
- h. Check operation and alignment of all hoist way and car door interlocks. Repair as required.
- i. Inspect all lighting associated with the Elevators and Lifts, including, but not limited to pit lights, equipment room lights, shaftway lights, position indicators, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Replace or re-lamp as needed. The Contractor shall maintain them in proper working order at all times. The use of LED bulbs and fixtures is required.
- j. Remove litter and vacuum dust, and other extraneous materials from all machine room and car equipment, door saddles, car tops, and other areas of the Elevators and Lifts and areas accessible from all Elevator and Lift lobbies. Clean and wipe down interior side of glass enclosures not accessible to facility cleaning staff.
- k. Clean, adjust and lubricate car door or gate tracks, pivots, gibs, hangers, car grille and stile channels. Ensure they are set to manufacturer's parameters. Wipe clean excessive oil accumulation from areas prone to spillage. Ensure that all flammable material is properly disposed of and stored.
- l. Clean trash from shaft pit and empty drip pans discard oil. Examine plunger seals and correct excess leakage.
- m. Worn or damaged equipment creating safety hazard shall be replaced.
- n. Perform a Phase I recall and a minimum one floor Phase II operation of Firefighters Service (where applicable) to ensure that the elevator or lift is maintained in proper operating order. Ensure car recalls to proper designated landing. A written record of the findings of the operation shall be made and provided to the Superintendent. All control, safety and protective devices shall perform both electrically and mechanically in accordance with the manufacturer's criteria and the applicable NFPA, ASME A17 and New York City Building Code.

Q. SCHEDULE OF SEMI-MONTHLY ELEVATOR MAINTENANCE CHECKS AND SERVICES PART 1

Semi Monthly PM's (twenty four (24) times a year at approximately two week intervals). The Contractor shall perform, as a minimum, the following scheduled maintenance checks and services routines to each of the Elevators and all their individual components, and at the indicated frequencies:

- a. Perform general inspection for proper operation of all machinery, including but not limited to the traction motor, tanks, heaters, generator, brushes, controllers, gear box, pulleys, pumps, piping, brakes, governor, drive valves, selectors, floor controllers. Lubricate as required.
- b. Empty drip pans, discard oil, and check reservoir oil level. Replenish oil as needed. The level of oil shall be properly maintained above the minimum required. Pressure tank shall be kept at least 2/3 full. Any unexplained oil leak shall immediately be reported to the Superintendent.
- c. Inspect, repair and lubricate machinery, contacts, linkage and gearing.
- d. Clean and inspect controllers, selectors, relays, fuses, switches, timers and contacts. Repair as required.
- e. Ride car and observe operation of doors, leveling, reopening devices, smoothness. Adjust/Repair as needed.
- f. If rails are lubricated, check condition and lubrication. Service lubricators. Lubricate as needed.
- g. Check operation of all hoistway and car door interlocks. Repair as required.
- h. Inspect all lighting associated with the Elevators, including, but not limited to, pit lights, equipment room lights, shaftway lights, position indicators floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Replace/relamp as needed. The Contractor shall relamp all inoperative lights and so indicate in the checklist of the "Service Maintenance Form" specified hereinafter. Check all alarms and maintain in proper working order.
- i. Remove litter, dust, oil and other extraneous materials from all machine room equipment, door saddles and other areas of the Elevators not accessible from the Elevator lobby.
- j. Clean trash from pit and empty drip pans, discard oil. Examine plunger seals and correct excess leakage.
- k. Check for proper leveling.
- l. Replace worn or damaged equipment creating a safety hazard.
- m. Ensure that all safety and electrical protective devices perform both electrically and mechanically at least in accordance with the manufacturer's criteria and the applicable ASME A17.1 New York City Building Code .

## SCHEDULE OF SEMI-MONTHLY ELEVATOR MAINTENANCE CHECKS AND SERVICES PART II

Semi Monthly PM's (24 times a year at approximately two week intervals). The Contractor shall perform, as a minimum, the following scheduled maintenance checks, and services routines to each of the Elevators and all their individual components, and at the indicated frequencies:

- n. Observe operation of Elevator throughout its full range and test at all floors all controls, safety devices, leveling, re-leveling, and other devices. If creeping is excessive, determine cause and correct it.
- o. Check door operation. Clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, set screws, contacts, chains, and cams.
- p. Inspect interior of cab. Test telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel, and emergency lights. Repair as necessary.
- q. Inspect hoistway and pit. Clean and lubricate equipment as required. Service guide rail lubricators.
- r. Test mechanism. Observe operation of motor, generator, and pump, oil lines, tank, controls, plunger, packing, brakes, governor, and traction machinery sheaves.
- s. Test manual and emergency control. Repair as needed.
- t. Check oil level in car and counterweight oil buffers and add oil as required.
- u. Check packing glands of valves and cylinder and tighten to prevent loss of fluid, if necessary. The amount of leakage shall not exceed 5 gallons.
- v. Visually inspect controller, selector, contacts and relays. Check adjustment and repair as required.
- w. Check hoistway doors. Clean, lubricate, and adjust tracks, hangers, eccentrics, linkage, gibes and interlocks.
- x. Clean, adjust and lubricate car door or gate tracks, pivots, gibes, hangers, car grille and stile channels.
- y. Perform a Phase I recall and a minimum one floor Phase II operation of Firefighter's Service to ensure that the system is maintained in proper operating order. Ensure car recalls to proper designated landing. A written record of the findings of the operation shall be made and provided to the Superintendent.

## R. SCHEDULE OF QUARTERLY ELEVATOR MAINTENANCE CHECKS AND SERVICES

Quarterly PM's (four (4) times a year at three (3) month intervals). The Contractor shall perform, at a minimum, the following scheduled maintenance checks and service routines to each of the Elevators and all their individual components, and at the indicated frequencies:

- a. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets and inductors. Repair and/or adjust for proper leveling.
- b. Inspect car safety mechanism, clean and keep free of rust and dirt; lubricate as necessary.
- c. Checks buffers for free movement and clean as required.
- d. Clean and wash all interior glass Elevator hoistways (shafts) on the following Elevators as specified in the applicable Maintenance Procedure attached hereto:

- |                                |                               |
|--------------------------------|-------------------------------|
| - 33 <sup>rd</sup> Street E&D  | - JSTC E&D Elev. #9           |
| - Hoboken E&D                  | - JSTC E&D Elev. #10          |
| - Newport Fare Zone Elevator   | - World Trade Center Elev #3  |
| - Newport Platform Elevators   | - World Trade Center Elev #10 |
| - Grove Street Elevator & Lift | - Harrison E&D Elevators      |

**S. SCHEDULE OF SEMI-ANNUAL ELEVATOR MAINTENANCE CHECKS AND SERVICES**

Semi-Annual PM's (two (2) times a year at six (6) month intervals). The Contractor shall perform, at a minimum, the following scheduled Maintenance checks and service routines to each of the Elevators and all their individual components, and at the indicated frequencies:

- a. Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, and other controller components; adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
- b. In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibes and roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ASME A17.1 Section 1206. Governor wire ropes shall not be lubricated.
- c. Clean all overhead beams, sills bottom of platform, car tops and hoistway walls.
- d. Check car and counterweight runby and clearances. Adjust to meet all ASME A17.1 Code requirements. Unless approved by the Superintendent, the car and counterweight shall not strike to buffers.

## T. SCHEDULE OF ANNUAL ELEVATOR MAINTENANCE CHECKS AND SERVICES

Annual PM's (once a year at twelve (12) month intervals). The Contractor shall perform, at a minimum, the following scheduled Maintenance checks and service routines on each of the elevators and all their individual components, and at the indicated frequencies:

- a. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ASME A17.1 Section 1206.
- b. Take sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturer. Drain and replace fluid if it fails to meet manufacturer's specified properties.
- c. Thoroughly clean the mechanism, pit, top and bottom of car, hoistway, machine room, and all other Elevator components and areas.
- d. Every six years, flexible hoses and fittings shall be replaced in accordance with ASME A17.1 Rule 1206.
- e. Pressure tanks and piston rods shall be cleaned every 3 years in accordance with ASME A17.1 Rule 1206.

## U. CODE REQUIRED INSPECTIONS AND TESTS

The Contractor shall perform initial, periodic, and routine inspections and tests of the Escalators and Elevators in accordance with the requirements of the latest editions, including supplements, of both the Safety Code for Elevators, Escalators and Moving Walks, (ASME A17.1) and the applicable Inspections, Manuals for Elevators, Escalators and Moving Walks, (ASME A17.2.1 - electric Elevators, A17.2.2 - hydraulic Elevators and A17-2.3 - Escalators and Moving Walks) and provisions of governmental regulations (for example, NYC Building Code) which would be applicable if PATH were a private corporation. The Contractor shall perform the inspections and tests indicated in (B), (C), (D) and (E) of this Section.

All costs for inspections and tests shall be included in the unit prices given in the Contractor's Pricing Sheets. The Contractor shall provide all equipment, materials and apparatus for the Contractor to properly perform the inspections and tests. The Contractor shall inform PATH of the schedule of code inspections and tests approximately ten (10) business days in advance of testing to allow PATH the opportunity to provide an inspector to witness the tests and inspections. The Contractor must properly document all the inspections and tests regardless of any other reports generated by any other parties (for example, PATH Inspector or

Insurance carriers.). If for any reason the inspections and tests are delayed, extended or rescheduled, then the Contractor shall be responsible for completing the inspections and tests at no additional cost to PATH.

Routine Inspections & Tests and Periodic Inspections & Tests shall be performed on each unit bi-weekly or at such other frequency as the code requires or Superintendent may designate. A more thorough "Code Inspection" and full clean down of each individual unit based on the applicable ASME standard, New York City Building Code or other applicable codes to satisfy the minimum five (5) code inspections required in two (2) years are anticipated to be conducted perpetually. One bi-weekly "Routine Inspection" per unit will be substituted with a "Code Inspection" on a rotating basis to allow extra time necessary to perform the more through code-mandated inspection within each cycle. Each unit shall be examined bi weekly for a total of twenty six (26) inspections per year. The cycle shall commence within thirty (30) days of the issuance of the Contract. Code Inspection tests occurring between January 1<sup>st</sup> and September 15<sup>th</sup> of the calendar year shall serve to satisfy PATH's requirements.

At minimum, Elevators and Lifts shall have five (5) code inspections within a two (2) year period or at other frequency as designated by the Superintendent. Three (3) of the code inspections shall be witnessed by the Port Authority and the other two (2) code inspections shall be verified by the Contractor at no expense to PATH. It is currently anticipated that such code inspections shall be performed at eight (8) month intervals. The Contractor shall supply documentation proving all items covered in the code have been tested and inspected. The Contractor's code inspection shall be at intervals not to coincide with PATH's code inspection, but rather at said times as to fulfill the code requirements.

PATH shall have the right to perform its own inspections and tests of the equipment at any time and to request that the Contractor assist PATH in its tests and inspections at no additional charge.

Any deficiencies discovered as a result of inspections and tests performed by the Contractor and/or PATH, shall be corrected immediately by the Contractor, after which the equipment shall be retested by the Contractor to verify that the deficiencies have been corrected to the satisfaction of the Superintendent, or his authorized representative. Upon completion of these inspections and tests and the correction of deficiencies, the Contractor shall render to the Superintendent a written statement of the results of the inspections and tests. All retesting herein shall be at no additional cost to PATH.

Perform five (5) times in a two (2) year period. Three (3) of the code inspections

shall be witnessed by the Port Authority and the other two code inspections shall be verified by the Contractor at no expense to the Port Authority. At a minimum the following is required

- a. Examine all safety devices and conduct all code mandated and periodic inspections to ensure they occur at the frequency specified as required by code. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators, Escalators and Moving Walks, current edition and NYC Building Codes and appropriate minimal requirements of the section of this Contract entitled “Inspections and Tests – Code Required Inspections and Tests.”
- b. Inspect hoist way and pit. Clean and lubricate equipment as required. Service guide rail lubricators. Touch up all previously painted surfaces showing exposed metal or signs of wear.
- c. From the car top observe operation of Elevator throughout its full range and at all floors served to test controls, safety devices, leveling, re-leveling, and other devices. If creeping is excessive, determine cause and correct it.
- d. Check each landing door for proper operation. Clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, set screws, contacts, chains and cams. Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets and inductors. Repair and/or adjust for proper leveling.
- e. Test mechanisms. Observe operation of motor, generator, pump, oil lines, tank, controls, plunger, packing, brakes, governor, and traction machinery sheaves. Inspect car-safety mechanism, clean and keep free of rust and dirt, and lubricate as necessary.
- f. Test manual and emergency controls. Repair as needed.
- g. Check oil level in car and counterweight oil buffers; service and add oil as required. Check buffers for free movement and clean as required.
- h. Check packing glands of valves and cylinder and tighten to prevent loss of fluid, if necessary.
- i. Visually inspect controller, selector, programmable controllers, contacts, displays and relays. Check adjustment and repair as required.
- j. Clean, adjust and lubricate car door or gate tracks, pivots, gibs, hangers, car grille, and stile channels. Ensure they are set to manufacturer’s parameters.
- k. Thoroughly clean and inspect car and counterweight guide rails and safeties using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ASME A17.1 Section 1206. Thoroughly clean and inspect hoist ropes.
- l. In hoist way, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ASME A17.1 Section 1206. Governor wire ropes shall not be lubricated. Inspect and test oil buffers and governors.
- m. Check controllers and selectors. Clean enclosures and components with a vacuum cleaner, check alignment of switches, relays, timers, contacts, hinge pins and other controller components; adjust and lubricate. Check all

resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.

- n. Take sample of hydraulic fluid and gear oils and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturer. Drain and replace fluid if it fails to meet manufacturers' specified properties.
- o. Thoroughly vacuum clean the mechanism, pit, top and bottom of car, hoistway, machine room, overhead beams, sills, bottom of platform, hoist way walls and all other Elevator components and areas. Wipe clean excessive grease and oils. Touch up all previously painted surfaces showing exposed metal or excessive wear.
- p. Check car and counterweight run-by and clearances. Adjust to meet all ASME A17.1 Code requirements. Unless approved by the Superintendent, the car and counterweight shall not strike into buffers.
- q. Perform a Phase I recall and a minimum one floor Phase II operation of Firefighters Service from the initiating device (where applicable) to ensure that the elevator is maintained in proper operating order. Ensure car recalls to proper designated landing. Make a written record of the findings of the operation and provide it to the Superintendent.
- r. Pressure tanks and piston rods shall be cleaned every three (3) years in accordance with ASME A17.1 Rule 1206, where applicable.
- s. Flexible hoses and fittings shall be replaced in accordance with ASME A17.1 Rule 1206 every six (6) years.
- t. Group re-lamp all landing station buttons and all cabs indicators annually. Multiple car stations need only be group re-lamped once annually per bank.
- u. Inspect all wiring and conductors beyond the main line switches and repair or replace as needed.
- v. Perform all diagnostic testing of hardware & software components of the Elevator supervisory system. Ensure no trouble alarms are present and all data is backed up and documented. Revise software, hardware & firmware to the latest manufacturer's version as upgrades become available. Test that components are functioning properly.
- w. Provide upgraded power and control one line wiring diagrams in laminated holders at each machine room.

V. Code-Required Routine Inspections and Tests: Inspections and Tests for Hydraulic Elevators - These Inspections and Tests shall include the requirements of ASME A17.1 Code, Section 1004 - Routine Inspections and Tests of Hydraulic Elevators, the ASME A17.2.2 Inspectors' Manual for Hydraulic Elevators, NYC Building Code and the following:

- a. Checking and eliminating all excessive noise, vibration and abnormal operation.
- b. All illumination (such as hall and Position indicators, call buttons, emergency lighting and signals, lighting fixtures.) and alarms shall be

checked for proper operation. All lamps shall be group re-lamped annually unless LED lamps and fixtures are supplied and commercially available.

- c. Check the condition of all car and hoistway doors and sills.
- d. Check all piping, cylinders, valves, reservoirs, pumps and safety devices for leaks.
- e. Test and adjust all operating and safety limit switches and devices.

W. Code-Required Periodic Inspections and Tests: Inspections and Tests for Hydraulic Elevators - The applicable Five (5) Year Inspections and Tests shall be performed in the manner set forth by PATH but as a minimum shall meet code. The inspections and Tests shall include the requirements of ASME A17.1 Code Section 1005 - Periodic Inspections and Tests of Hydraulic Elevators, the ASME A17.2.2 Inspectors Manual for Hydraulic Elevators, the Routine Inspections and Tests above, and the following:

- a. All operating and safety devices and switches shall be tested for proper operation and adjusted as necessary.
- b. All moving parts or components that are in contact with moving parts or components that must move in order to function properly including, but not limited to, ropes, cables, gears, belts, chains, sheaves, bearings, guide rails, doors, tapes, rollers and guides, shall be inspected to ensure they are in proper operating condition and properly adjusted.
- c. All structural components shall be inspected to ensure that their integrity has not been compromised.
- d. The Five (5) year Inspection and Testing shall be done during off-hours (6:00 PM – 2:00 AM Mon.-Fri. and/or Saturdays and Sundays) and shall be coordinated with and approved by the Superintendent.

X. Code-Required Routine Inspections and Tests: Inspections and Tests for Electric Traction Elevators - All applicable tests and inspections in accordance with ASME A17.1 Section 1001 - Routine Inspection and Tests of Electric Traction Elevators, the ASME A17.2.1 Inspectors' Manual for Electric Elevators and the following:

- a. Check and eliminate all excessive noise, vibration and abnormal operation.
- b. All illumination (such as hall and Position indicators, call buttons, emergency lighting and signals, lighting fixtures.) and alarms shall be checked for proper operation. All lamps shall be group re-lamped annually unless LED lamps and fixtures are supplied and are commercially available.
- c. Check the condition of all car and hoistway doors and sills.
- d. Check the tension in all belts and chains.

- e. Test and adjust all operating and safety switches and devices.
  - f. Perform all diagnostic testing of hardware and software components of the Elevator and Lift supervisory system. Ensure no trouble alarms are present and all data is backed up and documented. Revise software, hardware and firmware to the latest manufacturer's version as upgrades become available. Test that components are functioning properly.
- Y. Code-Required Periodic Inspections and Tests: Inspections and Tests for Electric Traction Elevators - The applicable Five-Year Inspections and Tests shall be performed in the years based on previous inspections or as indicated by the Superintendent. All applicable tests and inspections in accordance with ASME A17.1 Section 1002 - Periodic Inspections and Tests of Electric Traction Elevators, the ASME A17.2.1 Inspectors, Manual for Electric Elevators, the Routine Inspections and Tests above, and the following shall be performed by the Contractor:
- a. All operating and safety devices and switches shall be tested for proper operation and adjusted as necessary.
  - b. All moving parts or components that are in contact with moving parts or components that must move in order to function properly including, but not limited to ropes, cables, gears, belts, chains, sheaves, bearings, guide rails, doors, tapes, rollers and guides shall be inspected to ensure they are in proper operating condition and properly adjusted.
  - c. All structural components shall be inspected to ensure that their integrity has not been compromised.
- Z. After completion of the required safety and buffer test, submit a document, approved by the Superintendent, to PATH indicating the following information, as a minimum:
- a. Type of test.
  - b. Name of organization performing test.
  - c. Address of the facility being tested.
  - d. Elevator identification Number.
  - e. Elevator capacity.
  - f. Speed.
  - g. Type of Elevator.
  - h. Type of machine.
  - i. Manufacturer of Safety.
  - j. Type of Safety.
  - k. Indication that governor has been checked for proper tripping speed and that the overspeed switch is functional.
  - l. Type, size and condition of governor rope before and after test.
  - m. Load at which safety was tested.
  - n. Speed at which governor tripped.

- o. Length of marks on each guide rail made by safety jaws.
- p. Number of turns remaining on Drum.
- q. Did car or counterweight set level.
- r. Did governor set satisfactorily.
- s. Was governor calibrated. At what speed.
- t. Was safety test satisfactory.
- u. At what speed and load were buffers tested.
- v. Was oil level satisfactory after test.
- w. Indicate plunger compression return time.
- x. Indicate date test was made.
- y. Signature of individual performing tests.
- z. Any additional remarks that is applicable.
- aa. Name of the employee witnessing the tests.
- bb. Dates, seals, tags for placement of equipment.

After tests have been performed, all load weighing devices, shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators shall not be placed in service until all tests, checks and adjustments are complete and Elevators are in proper working condition. The Contractor will not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of his negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations will be considered negligence by the Contractor.

The Contractor shall provide qualified staff as required to assist in all the Authority's inspections, tests, and equipment evaluations. PATH shall, at all times, have the right to make inspections of Escalators and Elevators and the work of the Contractor and the Contractor agrees to perform maintenance work and make repairs deemed necessary by PATH. All of the above will be at no additional cost to PATH.

The Contractor's project Superintendent or supervisor shall respond immediately to any Elevator or Escalator accident involving injuries that require medical attention and to any Elevator entrapments in which police/fire department respond and/or inquires occur.

The Contractor, at PATH's direction, must respond with available on site personnel to inspect, evaluate condition. of equipment following any flood, other weather problems, major incident, accident, or fire, and shall respond in writing with findings accordingly.

#### **14. Callback Service**

For Callback Service requested after Contractor's normal working hours, the Contractor's Mechanic(s), once on site, shall sign in at Journal Square Transportation Center office or call in to PTCC from location reported to using PATH phone system and shall notify the Superintendent or designated contact of his/her arrival.

Mechanic(s) shall then investigate any and all Elevator, Escalator or Lift stoppages and malfunctions and provide the Superintendent with an estimated return to service. The

Mechanic shall obtain Superintendent's approval for any work requested if the stoppage or malfunction is a result of negligence, accident or action which is not the fault of the Contractor. All non-routine repair work as defined in Section 1, PART V, on the designated Elevator, Escalator or Lift shall start immediately, without any further delay and shall continue until such work is completed and the Escalator or Elevator is fully operational and safe. Upon completion of work, mechanic(s) shall call in to PTCC to report status of unit and mechanic's departure from location. If the scope of the repair is such that additional labor and/or materials are required or if the Contractor estimates the repair work may continue beyond four (4) hours from the time of Contractor's Mechanic(s) arrival, the Contractor shall notify the Superintendent. The Contractor shall supply such labor and/or materials within four (4) hours following the Superintendent's concurrence

#### A. CALLBACK SERVICE – NON CRITICAL

"Callback Service – Non Critical" is defined as emergency repair service that is available twenty-four (24) hours per day, seven (7) days per week, including legal holidays. In providing callback service, the Contractor has the obligation to respond to calls with a qualified mechanic, without additional charge, within two (2) hours of the time the Contractor is notified.

The Contractor's personnel responding under this call back service provision shall investigate any and all Elevator, Escalator or Lift stoppages and malfunctions and perform the necessary repairs and adjustments. If the Contractor believes that the repair cannot be performed during the initial callback service response, he shall so advise the Superintendent with information as to delay and, with the Superintendent's approval or acknowledgement, the repair may be delayed but shall be undertaken no later than 6:00 a.m. at the start of the next regular work day. The Contractor will be compensated as provided in the Net Cost clause of the Contract only for those repairs that are designated by the Superintendent as falling under the section of the Scope Of Work herein entitled "Repairs Resulting From Negligence, Misuse, Accidents or Abuse".

#### B. CALLBACK SERVICE – CRITICAL

"Callback Service – Critical" is defined as emergency and or repair service resulting from entrapments, life safety situations, or other designated operational "critical service" and security emergencies as determined by the Superintendent and also for "critical equipment" that must be available twenty-four (24) hours per day, seven (7) days per week, including legal holidays. In providing callback service for critical equipment, the Contractor must respond immediately to calls with a qualified mechanic, without additional charge, within one (1) hour of the time the Contractor is notified. Equipment deemed as "critical equipment" is listed in Appendix A denoted with an asterisk (\*). The Contractor will be compensated as provided in the Extra Work provisions of the Contract only for those repairs that are designated by the Superintendent as falling under the section of the Specifications entitled "Repairs Resulting From Negligence, Misuse, Accidents or Abuse".

The Contractor shall provide a dedicated emergency telephone number to be used for entrapments and life safety situations.

All repairs and adjustments to the Elevators and Escalators designated as “critical” shall be made immediately. The Contractor’s staff responding to emergencies on critical Elevators, Escalators and Lifts are required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor shall supply such labor and/or materials within four (4) hours following the Superintendent’s concurrence that such labor and /or materials are approved. Further delay in performing the repair will require the approval of the Superintendent or his designee. The Contractor will be advised at the time Callback Service is requested as to whether the required service is “life safety” or “operational.”

## **15. Project Work**

The Contract includes Project Work that may consist of vandalism repairs and miscellaneous tasks, which PATH may elect to perform to address changes necessary as the result of revised Codes and/or requirements to enhance the performance and/or aesthetics of the Elevators, Escalators or Lifts included herein. The Contractor shall not begin any Project Work until authorized by the Superintendent. The Contractor will be compensated for all Project Work (Part IV Exhibit D) as a lump sum payment inclusive of labor and materials.

## **16. Net Cost Items and Compensation for Net Cost Items**

Net Cost Items shall mean any items of materials, supplies, tools (excluding small tools) and equipment required to carry out provisions of this Contract (excluding Extra Work) but shall not apply to services hereunder for which the Contractor is paid a monthly lump sum, which lump sum shall be inclusive all of such costs.

Items of Net Cost shall include, be limited to, project work or rehabilitation work required by this Contract, excluding Extra Work.

Items of Net Cost shall not include radios, pagers, battery chargers or uniforms or any other items, which are specifically required to be provided at the Contractor’s expense, excluding small tools.

Compensation for materials, supplies, tools and equipment procured under this clause shall be in accordance with Part III, Section 8 “Extra Work.”

The Contractor shall obtain the written approval of the Superintendent prior to making any expenditures hereunder for any item of materials, supplies, tools and equipment pursuant to this clause if an individual purchase or accumulated expenditures to the same vendor on a given day will exceed five hundred dollars (\$500.00.)

The terms “materials,” “supplies,” “tools” (other than small tools) and “equipment” means temporary and consumable materials, supplies and equipment, as well as permanent

materials, supplies, tools and equipment and “net cost of materials, supplies, tools and equipment” shall mean the price (including any taxes actually paid by the Contractor pursuant to law upon the basis of such materials, supplies, tools and equipment) such items are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials, supplies, tools and equipment are purchased directly from the manufacturer, producer or dealer, or if the Contractor is the manufacturer, the cost of production, plus the reasonable cost of delivering such materials, supplies, tools and equipment to the PATH Facility location in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, supplies, tools and equipment less their salvage value, if any.

The rental for equipment used in the performance of Port Authority approved Project Work, whether owned by the Contractor or subcontractors or rented from others, and notwithstanding the actual price of any rental or actual costs associated with such equipment, shall be computed by the Superintendent or his designee on the basis of the following:

(a) Hourly rental for those items of equipment listed in the “Rental Rate Blue Book” (published by Dataquest, a company of the Dunn and Bradstreet Corporation, 1290 Ridder Park Drive, San Jose, California 95131-23398), (hereinafter called the “Blue Book”) shall be one hundred percent (100%) of the applicable rates as listed in said book, reduced to an hourly basis (see formula below). The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The “Estimated Operating Cost Per Hour” as set forth for such item of equipment in the Blue Book shall be added to the rental for each hour that such equipment is actually engaged in performing Extra Work (i.e., standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this section.

(b) If no listing of rental rate and/or hourly operating cost for the item of equipment is in the Blue Book, the Superintendent shall determine the reasonable rate of rental and/or hourly operating cost of the particular item of equipment by such means as he finds appropriate.

2. When utilizing the rental rates appearing in the Blue Book, the Superintendent shall determine the applicable rate and the hourly rental determined by applying the following criteria:

(a) The rate to be applied for an item of equipment used on a particular Extra Work order shall be the daily, weekly or monthly rates from the forgoing publication based on the total number of work days or portions thereof that a particular item of equipment or substitute item of equipment is at the site for use by the Contractor or subcontractors whether under this Contract or any other contract with the Port Authority. Included within this time are (i) times of idleness whether such idleness results from acts of omissions of the Contractor, Port Authority or third persons, breakdowns in the equipment or any other cause, (ii) work days during which the

equipment is removed from the site solely for repairs. The number of workdays in the period for each rate shall be as indicated below:

Three work days or less                      -daily rate

More than three work days but  
Not more than fifteen workdays        -weekly rate

More than fifteen days                      -monthly rate

The pro rata portion which one-hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on Daily rental  $1/8$  of daily rental from Blue Book

Hourly rate based on Weekly rental  $1/40$  of weekly rental from Blue Book

The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of equipment in the Blue Book. The adjustment factor shall not apply to the hourly operation cost.

If the Superintendent should determine that the nature or size of the equipment used by the Contractor in connection with the work is larger or more elaborate as the case may be, than the size or nature of the minimum equipment determined by the Superintendent to be suitable for the work, the reasonable rental will not be based upon the equipment used by the Contractor, but will be based on the smallest or least elaborate equipment determined by the Superintendent to have been suitable for the performance of the work.

3. In addition to amounts determined as provided in the subparagraphs (1) and (2) above, there will be added to the rental as computed above the reasonable cost of transporting such equipment to and from the Work Site, and notwithstanding the number of hours during which such equipment is utilized, the minimum rental thereof will be for a period of eight hours.

Notwithstanding any provision to the contrary appearing in the Blue Book, no consideration shall be given to any items of cost or costs and percentage additions of any type whatsoever, including administration, overhead, taxes (other than those enumerated above), clean-up, consumables including gas and oil, drafting (including printing or other reproduction), coordination, field measurements, maintenance, repairs, insurance, profit to the Contract and small tools, not specifically provided for above in this clause.

Whenever any work is performed (whether by the Contractor directly or through a subcontractor), the Contractor shall submit to the Superintendent (a) daily time slips showing the name and number of each worker employed on such work, the number of hours which he is employed hereon, the character of his duties, and the wages to be paid to

him, (b) a memorandum showing the state and federal taxes based on such wages, and vacation allowances and union contractual obligation upon the basis of such wages (c) a memorandum showing the amount and character of the materials furnished for such and (d) a memorandum of equipment used in the performance of such work, together with the rental claimed therefore. Such memoranda and time slips are for the purpose of enabling the Superintendent to determine the amounts to be paid by the Port Authority under this numbered clause; and accordingly, they shall constitute a condition precedent to such payment and the failure of the Contractor to furnish them with respect to any work shall constitute a conclusive and binding determination on his part that such work is not Work and shall constitute a waiver by the Contractor of claims for payment of such work.

The purchase by the Contractor of any materials or equipment sold hereunder pursuant to this clause or pursuant to the Extra Work clause will be a purchase for resale and therefore not subject to New Jersey, New York State or New York City sales or compensating use taxes and the sale of such material by the Contractor to PATH, which is a governmental agency, will not be subject to such taxes, provided that replacement of materials pursuant to the clause hereof entitled "Section 20. Indemnification and Risks Assumed By The Contractor"(as defined in "Standard Contract Terms and Conditions – PATH), shall not be a purchase for resale and shall be subject to the above taxes. Materials furnished as part of routine/periodic maintenance, consumables and rental of equipment are not tax exempt.

## **17. Service Maintenance Form**

The Contractor's supervisor or lead mechanic shall provide a daily schedule of work routines to the Superintendent the previous business day by 1:00PM and prior to any work being performed. The Contractor's supervisor or lead mechanic shall keep the Superintendent informed of the work performed by Contractor by furnishing him with a completed "Service Maintenance Form or similarly termed form in WOTS or "VAMMS," which shall include any pertinent data, such as times of arrival and departure, materials replaced, the hours any Elevator, Escalator or Lift was out of service, the associated MP and/or a checklist indicating the specific components which were inspected and/or adjusted, additional comments, the appropriate section of this Contract that the work is addressing and the Contractor's mechanic's printed and signed names. A completed copy of the Contractor's "Service Maintenance Form or similarly termed form in WOTS or "VAMMS" shall be attached to and submitted with the Contractor's maintenance records/paperwork. The Contractor shall include in the form additional key information as stipulated in Appendix B and prior to the institution of its use, the format of the "Service Maintenance Form" shall be submitted to the Superintendent for approval.

No payments for tests or inspections or monthly maintenance will be made for any units scheduled for testing or inspection or requiring testing or inspection by the current edition of ASME A17.1 Safety Code for Escalators and Moving Walks and Elevators without receipt of the completed checklists and Service Maintenance Forms, which shall serve as verification that the Contractor has performed the required tests and inspections.

## **18. Service Log Book**

The Contractor shall maintain service logbooks kept in each Elevator machine room at the controllers for the Elevators, Escalators and Lifts. The Contractor shall make the following minimum entries upon each visit to the service equipment.

- Ø Record time arrived at location.
- Ø Note purpose of visit (i.e., routine P.M. or call back.)
- Ø Record specific work performed (routine or non-routine).
- Ø The section and page of this Contract the specific work is addressing.
- Ø Operating condition of equipment at time of departure.
- Ø Time of departure.
- Ø Type print legibly the name & signature of service person.

The Contractor shall also maintain a daily logbook in his onsite office to log various daily activities, calls and repairs. A copy of the "Service Maintenance Form" may substitute for the service log.

Contractor shall provide a written response within 48 hours to any inquiry made by the Superintendent. If any equipment on call back service is out of service for more than two (2) hours, the Contractor shall provide PATH with notification and estimated outage. If any equipment is subject to a planned extended outage, the Contractor shall provide PATH with minimum twenty four (24) hours notification to PATH, stating the work being performed and estimated outage time as well as the status of the equipment.

## **19. Space Provided to the Contractor**

The Port Authority will furnish the Contractor with minimal nonexclusive "on-site" space, for the storage of the Contractor's, basic tools, equipment, materials and disposable supplies. Said facilities and space shall be designated by the Superintendent and may be changed at any time at his discretion. Janitorial closets and MER rooms are not to be used as storage or shops and all areas shall be kept locked at all times. Loss or damage to property or equipment shall be at the sole responsibility of the Contractor.

PATH shall, by its officers, employees, and representatives, have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which PATH may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, PATH shall have the right

for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of PATH, be deemed necessary or advisable.

## **20. Vacating the Work Site**

Upon the expiration or earlier termination or revocation of this Contract, the Contractor shall remove its equipment, materials, supplies, and other personal property from the Site of the Work. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to any expenses of removal, storage and sale and second to any sums owed by the Contractor to the Port Authority. If the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Port Authority upon demand.

## **21. Records and Documentation**

The Contractor shall provide each daily schedule and plan of work to the Superintendent the previous business day by 1:00PM. The Contractor shall provide the Superintendent with appropriate completed preventive maintenance documentation within 24 hours of completion of the preventive maintenance procedure. The completed maintenance documentation shall address all ASME, state, and local codes and indicate the date, start and finish times, and total man-hours employed to complete the preventive maintenance task; wear measurements, and meter readings; and any corrective actions, including adjustments, repairs, lubrication, rust/corrosion resistance (painting) activities.

The Contractor shall provide and keep current a suitable check chart, repair, and Fireman's Service log for each Escalator, Elevator and Lift and shall post check charts, repair, and Fireman Service logs in the machine rooms or controller pits or other area designated by PATH. Check charts, repair, and Fireman's Service logs shall be submitted to PATH for approval prior to use. Entries shall be made to indicate the status of all scheduled maintenance and repair work performed, including date, the nature of the work, and parts or components utilized to perform such maintenance and repairs. The check charts and repair logs shall be kept on self-duplicating data sheets and shall not be removed from their designated areas by the Contractor, except for the purposes of reproduction. In such cases check charts, repair, and Fireman's Service logs shall be returned immediately. The Contractor must properly initial the chart to indicate that the work has been accomplished.

The duplicate must be clear and legible and remain in the designated area at all times. The duplicates will become the property of PATH.

The Contractor shall submit to PATH a monthly summary of all repair activity on Elevators, Escalators and Lifts NO LATER THAN THE 10TH DAY OF THE FOLLOWING MONTH. The summary shall be arranged in a chronological columnar calendar format and shall include the following information: Unit number, type of service, date out of service, time out of service, explanation (detailed description of work performed by contract), parts used (including parts installed) and the date and time, the unit was restored to service. The repair summary shall be submitted in hardcopy and or softcopy and on CD.

The Contractor shall obtain all technical documentation necessary for maintenance and repair of equipment. PATH will provide any available documentation, which can be released without restriction, but it shall be the Contractor's responsibility to make copies of such documentation. Lack of such documentation will not be an acceptable reason for equipment downtime.

## **22. Repairs Resulting From Negligence, Accidents or Actions Beyond Normal Wear and Tear**

The Contractor shall be entitled to compensation in addition to that specified in the "Contractors Bid Sheet Schedule of Prices" only for such portion of the cost of any tests, repairs and replacements as are necessitated directly by negligence, accidents or abuse which are not the fault of the Contractor as affirmatively demonstrated by him to the sole satisfaction of the Superintendent. In determining the amount of such payment by PATH to the Contractor, Contractor shall not include the depreciated cost of parts required to be repaired or replaced and which would, in any event, require repair or replacement (at the time or ultimately) as part of the Contractor's maintenance obligations without separate payment. The Contractor shall immediately perform all required repairs and replacements, regardless of the cause thereof, except for repairs or replacement work which the Contractor considers to be "Extra Work", which shall not be performed absent prior notice to and approval of the Superintendent. Nevertheless, should the Superintendent order the performance of such work without designating it as "Extra Work" the Contractor shall comply but shall within twenty four (24) hours give written notice to the Superintendent stating why Contractor deems it to be Extra Work and Contractor shall moreover furnish to the Superintendent such reports, records and receipts as are required pursuant to the clause of the Contract entitled "Extra Work". The failure of the Contractor to inform the Superintendent prior to the performance of Extra Work that Contractor deems to be Extra Work, or to serve such notice or to furnish such reports, records and receipts shall be deemed to be a conclusive and binding determination by Contractor that the work is not Extra Work, and shall be deemed to be a waiver by the Contractor of all claims for

additional compensation or damages by reason thereof, such written notice, reports, records, and receipts being a condition precedent to such claims.

The Contractor will not be entitled to compensation for repairs needed as a result of environmental conditions (not a result of negligence, accidents or actions beyond normal wear and tear) such as snow, ice, and rain or from products used to prevent slipping (deicer materials).

### **23. Wiring and Control Diagrams**

PATH shall endeavor to provide the Contractor with copies of schematic electrical diagrams of the Elevators and Escalators covered under this Contract.

If, in the course of the Contract, changes are made to the wiring and/or other control apparatus, the Contractor shall update the diagrams and provide PATH with two (2) sets of the altered documents clearly showing all changes. A waterproof laminated copy shall also be installed at the individual controller. All wiring diagrams, control schematics and similar documentation shall be professionally drawn and shall become and remain the property of PATH. Current, waterproof, laminated one line wiring diagrams and control schematics shall be furnished and maintained by the Contractor in each MER room or Escalator pit.

**APPENDIX A  
ROSTER OF ROUTINES  
AND  
MAINTENANCE PROCEDURES**

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0001	ESC - 01J	ROUTINE INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 3 & 4 EAST	1Y	MPC1
0002	ESC - 02J	ROUTINE INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 1 & 2 EAST	1Y	MPC1
0003	ESC - 03J	ROUTINE INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 3 & 4 WEST	1Y	MPC1
0004	ESC - 04J	ROUTINE INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 1 & 2 WEST	1Y	MPC1
0005	ESC - 05J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 1 & 2	1Y	MPC1
0006	ESC - 06J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 1 & 2	1Y	MPC1
0007	ESC - 07J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 1 & 2	1Y	MPC1

**PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A**

**ROSTER OF ROUTINES**

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0008	ESC - 08J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 1 & 2	1Y	MPC1
0009	ESC - 09J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 3 & 4	1Y	MPC1
0010	ESC - 10J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 3 & 4	1Y	MPC1
0011	ESC - 11J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 3 & 4	1Y	MPC1
0012	ESC - 12J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 3 & 4	1Y	MPC1
0013	ESC - 13J	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K	JSTC CONCOURSE TO PLAZA	1Y	MPC1
0014	ESC - 14J	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K	JSTC CONCOURSE TO PLAZA	1Y	MPC1

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0015	ESC - 15J	ROUTINE TEST FOR ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1
0016	ESC - 16J	ROUTINE TEST FOR ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1
0017	ESC - 17J	ROUTINE TEST FOR ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1
0018	ESC - 01P	ROUTINE TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1
0019	ESC - 02P	ROUTINE TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1
0020	ESC - 03P	ROUTINE TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1

**PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A**

**ROSTER OF ROUTINES**

0021	ESC - 04P	ROUTINE TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1
------	-----------	---	------------------------	----	------

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0022	ESC - 01X	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1
0023	ESC - 02X	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1
0024	ESC - 03X	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1
0025	ESC - 01G	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K HD - RD - 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC1
0026	ESC - 02G	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K HD - RD - 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC1

PATH Elevator and Escalator Maintenance  
PART V – APPENDIX A

ROSTER OF ROUTINES

0027	ESC - 01J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC - TRACK 3 & 4 EAST	1Y	MPC1 & MPC2
0028	ESC - 02J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC - TRACK 1 & 2 EAST	1Y	MPC1 & MPC2

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0029	ESC - 03J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 3 & 4 WEST	1Y	MPC1 & MPC2
0030	ESC - 04J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 1 & 2 WEST	1Y	MPC1 & MPC2
0031	ESC - 05J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 1 & 2	1Y	MPC1 & MPC2
0032	ESC - 06J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 1 & 2	1Y	MPC1 & MPC2

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0033	ESC - 07J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 1 & 2	1Y	MPC1 & MPC2
0034	ESC - 08J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 1 & 2	1Y	MPC1 & MPC2
0035	ESC - 09J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 3 & 4	1Y	MPC1 & MPC2

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0036	ESC - 10J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC - BUS PLATFORM C 3 & 4	1Y	MPC1 & MPC2
0037	ESC - 11J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC - BUS PLATFORM B 3 & 4	1Y	MPC1 & MPC2
0038	ESC - 12J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC - BUS PLATFORM A 3 & 4	1Y	MPC1 & MPC2

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0039	ESC - 13J	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K	JSTC - CONCOURSE TO PLAZA	1Y	MPC1 & MPC2
0040	ESC - 14J	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K	JSTC - CONCOURSE TO PLAZA	1Y	MPC1 & MPC2
0041	ESC - 15J	PERIODIC INSPECTION AND TEST FOR ESCALATORS ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1 & MPC2
0042	ESC - 16J	PERIODIC INSPECTION AND TEST FOR ESCALATORS ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1 & MPC2

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0043	ESC - 17J	PERIODIC INSPECTION AND TEST FOR ESCALATORS ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1 & MPC2
0044	ESC - 01P	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18" 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1 & MPC2

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0045	ESC - 02P	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1 & MPC2
0046	ESC - 03P	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1 & MPC2
0047	ESC - 04P	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1 & MPC2
0048	ESC - 01X	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1 & MPC2
0049	ESC - 02X	PERIODIC INSPECTION AND TEST FOR ESCALATORS RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1 & MPC2

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0050	ESC - 03X	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1 & MPC2

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0051	ESC - 01G	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K HT / RD - 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC1 & MPC2
0052	ESC - 02G	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K HT / RD - 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC1 & MPC2
0053	FLH - 08J	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - FREIGHT	JSTC - KISS + RIDE	1Y	MPC3
0054	PLH - 09J	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	1Y	MPC3
0055	PLH - 10J	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	1Y	MPC3
0056	PLH - 11X	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	1Y	MPC3

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0057	PLH - 01A	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	33RD STREET - FAREZONE	1Y	MPC3

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

1158	PLH - 01P	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS	PAVONIA STEET LEVEL	1Y	MPC3
1159	PLH - 02P	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS	PAVONIA CENTER PLATFORM	1Y	MPC3
1160	PLH - 03P	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS	PAVONIA SIDE PLATFORM	1Y	MPC3
1199	FLH - 01S	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS	"C" YARD	1Y	MPC3
1198	PLH - 01S	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS	COIN ROOM AT "W YARD"	1Y	MPC3
0058	PLH - 01C	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS	HARRISON - CONTROL ZONE	1Y	MPC3
0059	PLH - 02C	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS	HARRISON - MAIN REPAIR SHOP	1Y	MPC3
0060	FLH - 03C	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS	HARRISON - MAIN REPAIR SHOP	1Y	MPC3

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0061	PLH - 01H	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	1Y	MPC3
0062	PLH - 01W	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	1Y	MPC3
0063	PLH - 02W	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 + 3	1Y	MPC3

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0064	PLH - 03W	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 + 5	1Y	MPC3
0065	FLH - 08J	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - FREIGHT	JSTC - KISS + RIDE	1Y	MPC3 & MPC4
0066	PLH - 08J	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	1Y	MPC3 & MPC4

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0067	PLH - 10J	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	1Y	MPC3 & MPC4
0068	PLH - 11X	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	1Y	MPC3 & MPC4
0069	PLH - 01A	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	33RD STREET - FAREZONE	1Y	MPC3 & MPC4
1170	PLH - 01P	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	PAVONIA STEET LEVEL	1Y	MPC3 & MPC4
0104	PLH - 02P	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM	1Y	MPC3 & MPC4
0105	PLH - 03P	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	PAVONIA SIDE PLATFORM	1Y	MPC3 & MPC4
0106	FLH - 01S	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	"C" YARD	1Y	MPC3 & MPC4
0107	PLH - 01S	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W YARD"	1Y	MPC3 & MPC4

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0070	PLH - 01C	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - PASS	HARRISON - CONTROL ZONE	1Y	MPC3 & MPC4
------	-----------	--	-------------------------	----	-------------

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0071	PLH - 02C	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	1Y	MPC3 & MPC4
0072	FLH - 03C	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	1Y	MPC3 & MPC4
0073	PLH - 01H	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	1Y	MPC3 & MPC4
0074	PLH - 01W	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	1Y	MPC3 & MPC4
0075	PLH - 02W	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 + 3	1Y	MPC3 & MPC4

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0076	PLH - 03W	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 + 5	1Y	MPC3 & MPC4
0077	PLT - 01J	INSPECTION AND TEST FOR ROUTINE TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC5

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0078	PLT - 02J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC5
0079	PLT - 03J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC5
0080	PLT - 04J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC5
0081	PLT - 05J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - FREIGHT	JSTC - TOWER	1Y	MPC5

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0082	PLT - 06J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPC5
0083	PLT - 07J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPC5
0084	PLT - 55X	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC5

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0085	PLT - 66X	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC5 & MPC6
0086	PLT - 01J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC5 & MPC6
0087	PLT - 02J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC5 & MPC6

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0088	PLT - 03J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC5 & MPC6
0089	PLT - 04J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC5 & MPC6
0090	PLT - 05J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - FREIGHT	JSTC - TOWER	1Y	MPC5 & MPC6
0091	PLT - 06J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPC5 & MPC6

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0099	PLT - 05J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - FREIGHT	JSTC - TOWER	1Y	MPC7
0100	PLT - 06J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPC7
0101	PLT - 07J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPC7

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0102	PLT - 55X	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC7
0103	PLT - 66X	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC7
0104	PLR - 01P		PAVONIA - STREET LEVEL	1Y	MPC8
0105	PLR - 02P		PAVONIA - PLATFORM LEVEL	1Y	MPC8

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0106	PLR - 01P		PAVONIA - STREET LEVEL	1Y	MPC8 & MPC9
0107	PLR - 02P		PAVONIA - PLATFORM LEVEL	1Y	MPC8 & MPC9
0108	ESC - 01J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - TRACK 3 + 4 EAST	12Y	MPC11

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0109	ESC - 02J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - TRACK 1 + 2 EAST	12Y	MPC11
0110	ESC - 03J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - TRACK 3 + 4 WEST	12Y	MPC11
0111	ESC - 04J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - TRACK 1 + 2 WEST	12Y	MPC11
0112	ESC - 05J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM D 1 + 2	12Y	MPC11

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0113	ESC - 06J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM C 1 + 2	12Y	MPC11
0114	ESC - 07J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM B 1 + 2	12Y	MPC11

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0115	ESC - 08J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM A 1 + 2	12Y	MPC11
0116	ESC - 09J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM D 3 + 4	12Y	MPC11
0117	ESC - 10J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM C 3 + 4	12Y	MPC11
0118	ESC - 11J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM B 3 + 4	12Y	MPC11
0119	ESC - 12J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM A 3 + 4	12Y	MPC11

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0120	ESC - 13J	MONTHLY ESC. MAINTENANCE CHECK O + K	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0121	ESC - 14J	MONTHLY ESC. MAINTENANCE CHECK O + K	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11
0122	ESC - 15J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11
0123	ESC - 16J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11
0124	ESC - 17J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11
0125	ESC - 01P	MONTHLY ESC. MAINTENANCE CHECKS O + K MODEL RT / HD - 100 / 30 - 18' 16" RISE	PAVONIA - STREET LEVEL	12Y	MPC11
0126	ESC - 02P	MONTHLY ESC. MAINTENANCE CHECKS O + K MODEL RT / HD - 100 / 30 - 18' 16" RISE	PAVONIA - STREET LEVEL	12Y	MPC11

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0127	ESC - 03P	MONTHLY ESC. MAINTENANCE CHECKS O + K MODEL RT / HD - 100 / 30 - 18' 16" RISE	PAVONIA - STREET LEVEL	12Y	MPC11

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0128	ESC - 04P	MONTHLY ESC. MAINTENANCE CHECKS O + K MODEL RT / HD - 100 / 30 - 18' 16" RISE	PAVONIA - STREET LEVEL	12Y	MPC11
0129	ESC - 01X	MONTHLY ESC. MAINTENANCE CHECK O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	12Y	MPC11
0130	ESC - 02X	MONTHLY ESC. MAINTENANCE CHECK O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	12Y	MPC11
0131	ESC - 03X	MONTHLY ESC. MAINTENANCE CHECK O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	12Y	MPC11
0132	ESC - 01G	MONTHLY ESC. MAINTENANCE CHECK O + K - RT / HD - 14' RISE	GROVE STREET - STREET LEVEL	12Y	MPC11
0133	ESC - 02G	MONTHLY ESC. MAINTENANCE CHECK O + K - RT / HD - 14' RISE	GROVE STREET - STREET LEVEL	12Y	MPC11

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
-------------------	---------------------	-------------	-----------------	-------------------	-------

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0134	PLT - 01J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0135	PLT - 02J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0136	PLT - 03J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0137	PLT - 04J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0138	FLT - 05J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - FREIGHT	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0139	PLT - 06J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - PARKING	14 DAYS	MPC12 & MPC13
0140	PLT - 07J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - PARKING	14 DAYS	MPC12 & MPC13

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
----------------------	------------------------	-------------	-----------------	----------------------	-------

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0141	PLH - 08J	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - FREIGHT	JSTC - KISS + RIDE	12 Y	MPC12 & MPC13
0142	PLH - 09J	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	12 Y	MPC12 & MPC13
0143	PLH - 10J	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	12 Y	MPC12 & MPC13
0144	PLT - 55X	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	14 D	MPC12 & MPC13
0145	PLT - 66X	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	14 D	MPC12 & MPC13
0146	PLH - 11X	MAINTENANCE OF HYDRAULIC ELEVATOR TRACTION ELEVATOR	EXCHANGE PLACE - PLATFORM	12 Y	MPC12 & MPC13
0147	PLH - 01A	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	33 RD STREET - FAREZONE	12 Y	MPC12 & MPC13
1148	PLH - 01P	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA STREET LEVEL	12Y	MPC12 & MPC13

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0167	PLH - 02P	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM	12Y	MPC12 & MPC13
0168	PLH - 03P	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA SIDE PLATFORM	12Y	MPC12 & MPC13
0169	FLH - 01S	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	"C YARD"	12Y	MPC12 & MPC13
0170	PLH - 01S	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W" YARD	12Y	MPC12 & MPC13

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0148	PLH - 01C	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - CONTROL ZONE	12 Y	MPC12 & MPC13
0149	PLH - 02C	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	12 Y	MPC12 & MPC13

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0150	FLH - 03C	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	12 Y	MPC12 & MPC13
0151	PLH - 01H	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	12 Y	MPC12 & MPC13
0152	PLH - 01W	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	12 Y	MPC12 & MPC13
0153	PLH - 02W	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 & 3	12 Y	MPC12 & MPC13
0154	PLH - 03W	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 & 5	12 Y	MPC12 & MPC13

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0155	PLH - 01W	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	WTC - PLATFORM 1	4 Y	MPC23
0156	PLH - 02W	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	WTC - PLATFORM 2 & 3	4 Y	MPC23

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0164	PLH - 03W	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	WTC PLATFORM 4&5	4Y	MPC23
0157	PLH - 01A	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	33RD STREET - FAREZONE	4Y	MPC23
0158	PLH - 01H	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	HOBOKEN - FAREZONE	4Y	MPC23
0159	PLR - 01P	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	PAVONIA - STREET LEVEL	4Y	MPC23
0160	PLR - 02P	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	PAVONIA - PLATFORM LEVEL	4Y	MPC23
0163	PLR - 03P	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	PAVONIA - SIDE PLATFORM LEVEL	4Y	MPC23
0161	PLH - 03J	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	JSTC - TRACK 1 & 2	4Y	MPC23

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0162	PLH - 10J	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	JSTC - TRACK 3 & 4	4Y	MPC23
	PLR - 01P		PAVONIA - STREET LEVEL		MPC
0164	PLR - 02P		PAVONIA - PLATFORM LEVEL	Y	MPC
0165	PLF - ALR	MONTHLY FIREFIGHTERS SERVICE TEST ALL JSTC ELEVATORS	JSTC - 1 THROUGH 10	12Y	MPC24
0166	PLF - ALJ	MONTHLY FIREFIGHTERS SERVICE TEST ALL STATION ELEVATORS	EX. PL - WTC - PAV - HOB - CON SHOP 33RD ST-HCMF- W YARD	12Y	MPC24
0167					
0168					

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0169					
0170					
0171	FLH - 01S	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	"C YARD"	4Y	MPC14
0172	PLH - 01S	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W" YARD	4Y	MPC14
0173	PLR - 01P	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA STREET LEVEL	4Y	MPC14
0174	PLR - 02P	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM AREA	4Y	MPC14
0175	PLR - 03P	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA SID PLATFORM AREA	4Y	MPC 14

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0176	PLT - 01J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - PASS	JSTC - TOWER	4Y	MPC14
0177	PLT - 02J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - PASS	JSTC - TOWER	4Y	MPC14
0178	PLT - 03J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - PASS	JSTC - TOWER	4Y	MPC14
0179	PLT - 04J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - PASS	JSTC - TOWER	4Y	MPC14
0180	PLT - 05J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - FREIGHT	JSTC - TOWER	4Y	MPC14
0181	PLT - 06J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - PASS	JSTC - PARKING	4Y	MPC14
0182	PLT - 07J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - PASS	JSTC - PARKING	4Y	MPC14

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0183	FLH - 08J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - FREIGHT	JSTC - KISS + RIDE	4Y	MFC14
0184	PLH - 09J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	4Y	MFC14
0185	PLH - 10J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - E&D	JSTC - TRACK 3 + 4	4Y	MFC14
0186	PLT - 55X	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	4Y	MFC14
0187	PLT - 66X	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	4Y	MFC14
0188	PLH - 11X	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	4Y	MFC14

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0189	PLH - 01A	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	33 RD STREET - FAREZONE	4Y	MPC14
------	-----------	---	-------------------------	----	-------

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0190	PLH - 01C	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - CONTROL ZONE	4Y	MPC14
0191	PLH - 02C	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	4Y	MPC14
0192	PLH - 03C	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	4Y	MPC14
0193	PLH - 01H	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	4Y	MPC14
0194	PLH - 01W	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	4Y	MPC14

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0195	PLH - 02W	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 & 3	4Y	MPC14
0196	PLH - 03W	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 & 5	4Y	MPC14

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0197	PLT - 01J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	2Y	MPC15
0198	PLT - 02J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	2Y	MPC15
0199	PLT - 03J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	2Y	MPC15
0200	PLT - 04J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	2Y	MPC15

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0201	FLT - 05J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - FREIGHT	JSTC - TOWER	2Y	MPC15
0202	PLT - 06J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - PARKING	2Y	MPC15
0203	PLT - 07J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - PARKING	2Y	MPC15

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0204	FLH - 08J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - FREIGHT	JSTC - KISS + RIDE	2Y	MPC15
0205	PLH - 09J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	2Y	MPC15
0206	PLH - 10J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	2Y	MPC15
0207	PLT - 55X	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	2Y	MPC15

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0208	PLT - 66X	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	2Y	MPC15
0209	PLH - 11X	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	2Y	MPC15
0210	PLH - 01A	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	33 RD STREET - FAREZONE	2Y	MPC15
0245	FLH - 01S	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	"C YARD"	2Y	MPC15
0299	PLH - 01S	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W" YARD	2Y	MPC15
0283	PLR - 01P	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	PAVONIA STREET LEVEL	2Y	MPC15
0284	PLR - 02P	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM AREA	2Y	MPC15
0285	PLR - 03P	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	PAVONIA SID PLATFORM AREA	2Y	MPC15

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0211	PLH - 01C	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - PASS	HARRISON - CONTROL ZONE	2Y	MPC15
0212	PLH - 02C	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	2Y	MPC15
0213	PLH - 03C	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	2Y	MPC15
0214	PLH - 01H	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	2Y	MPC15
0215	PLH - 01W	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	2Y	MPC15
0216	PLH - 02W	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 & 3	2Y	MPC15
0217	PLH - 03W	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 & 5	2Y	MPC15

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0218	PLT - 01J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC16
0219	PLT - 02J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC16
0220	PLT - 03J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC16
0221	PLT - 04J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC16
0222	FLT - 05J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - FREIGHT	JSTC - TOWER	1Y	MPC16
0223	FLT - 06J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPC16

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0224	PLT - 07J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPC16
------	-----------	---	----------------	----	-------

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0225	FLH - 08J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - FREIGHT	JSTC - KISS + RIDE	1Y	MPC16
0226	PLH - 09J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	1Y	MPC16
0227	PLH - 10J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	1Y	MPC16
0228	PLT - 55X	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC16
0229	PLT - 66X	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC16

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0230	PLH - 11X	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR-HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	1Y	MPC16
0231	PLH - 01A	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR-HYDRAULIC ELEVATOR - E&D	33 RD STREET - FAREZONE	1Y	MPC16
0286	FLH - 01S	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR-HYDRAULIC ELEVATOR - E&D	"C YARD"	1Y	MPC16
0287	PLH - 01S	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR-HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W" YARD	1Y	MPC16
0274	PLR - 01P	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR-HYDRAULIC ELEVATOR - E&D	PAVONIA STREET LEVEL	1Y	MPC16
0273	PLR - 02P	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR-HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM AREA	1Y	MPC16
0246	PLR - 03P	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR-HYDRAULIC ELEVATOR - E&D	PAVONIA SID PLATFORM AREA	1Y	MPC16

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0232	PLH - 01C	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - CONTROL ZONE	1Y	MPC16
0233	PLH - 02C	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	1Y	MPC16
0234	PLH - 03C	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	1Y	MPC16
0235	PLH - 01H	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	1Y	MPC16
0236	PLH - 01W	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	1Y	MPC16
0237	PLH - 02W	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 & 3	1Y	MPC16
0238	PLH - 03W	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 & 5	1Y	MPC16

PATH Elevator and Escalator Maintenance  
 PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0239					
0240					
0241					
0242					
0243					
0244					
0245					

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0246					
0247	ESC - 01J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - TRACK 3 & 4 EAST	1Y	MPC22
0248	ESC - 02J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - TRACK 1 & 2 EAST	1Y	MPC22
0249	ESC - 03J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC TRACK 3 & 4 WEST	1Y	MPC22
0250	ESC - 04J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC TRACK 1 & 2 WEST	1Y	MPC22
0251	ESC - 05J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 1 & 2	1Y	MPC22
0252	ESC - 06J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 1 & 2	1Y	MPC22

PATH Elevator and Escalator Maintenance  
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0253	ESC - 07J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 1 & 2	1Y	MPC22
0254	ESC - 08J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 1 & 2	1Y	MPC22
0255	ESC - 09J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 3 & 4	1Y	MPC22
0256	ESC - 10J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 3 & 4	1Y	MPC22
0257	ESC - 11J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 3 & 4	1Y	MPC22
0258	ESC - 12J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 3 & 4	1Y	MPC22

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0259	ESC - 13J	ANNUAL CLEANDOWN OF ESCALATORS O + K	JSTC CONCOURSE TO PLAZA	1Y	MPC22
------	-----------	---	-------------------------	----	-------

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0260	ESC - 14J	ANNUAL CLEANDOWN OF ESCALATORS O + K	JSTC - CONCOURSE TO PLAZA	1Y	MPC22
0261	ESC - 15J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC22
0262	ESC - 16J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC22
0263	ESC - 17J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC22
0264	ESC - 01P	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC22

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0265	ESC - 02P	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC22
0266	ESC - 03P	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC22

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0267	ESC - 04P	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC22
0268	ESC - 01X	ANNUAL CLEANDOWN OF ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC22
0269	ESC - 02X	ANNUAL CLEANDOWN OF ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC22
0270	ESC - 03X	ANNUAL CLEANDOWN OF ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC22

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0271	ESC - 01G	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC22
0272	ESC - 02G	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC22
0273					

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0274					
0275	INSP -- AM	CHECK ALL ELEVATOR & ESCALATOR AT START OF AM RUSH HOUR. DAILY CHECK OF ALL JSTC ELEVATOR MAINTENANCE	JSTC	5W	MPC25
0276	INSP - PM	CHECK ALL ELEVATOR & ESCALATOR AT START OF PM RUSH HOUR. DAILY CHECK OF ALL STATION ELEVATOR INTERCOM	EXPL, WTC, PAVONIA, HOBOKEN, 33 <sup>RD</sup> STREET	5W	MPC25

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0277	FLH - 01S	MAINTENANCE OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD	12Y	MPC12 & MPC13
0278	FLH - 01S	MAINTENANCE OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD	12Y	MPC14
0279	FLH - 01S	MAINTENANCE OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD	12Y	MPC15
0280	FLH - 01S	ROUTINE INSPECTION AND TEST OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - FREIGHT	CONSOLIDATED SHOP AT "C" YD	12Y	MPC3

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0281	FLH - 01S	PERIODIC INSPECTION & TEST OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD	1Y	MPC3 & MPC4
0282	FLH - 01S	PERIODIC INSPECTION & TEST OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD	1Y	MPC16

**PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A**

**ROSTER OF ROUTINES**

0283						
0284						
0285						
0286						
0287						

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0092	PLT - 07J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPCS & MPC6

PATH Elevator and Escalator Maintenance  
PART V - APPENDIX A

ROSTER OF ROUTINES

0093	PLT - 55X	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC5 & MPC6
0094	PLT - 66X	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC5 & MPC6
0095	PLT - 01J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	JSTC - TOWER	1Y	MPC7
0096	PLT - 02J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	JSTC - TOWER	1Y	MPC17
0097	PLT - 03J	ROUTINE INSPECTION AND TEST FOR RACK & PINION RACK & PINION - E&D	JSTC - TOWER	1Y	MPC7
0098	PLT - 04J	ROUTINE INSPECTION AND TEST FOR RACK & PINION RACK & PINION - E&D	JSTC - TOWER	1Y	MPC7

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 1

Work to be done: Routine Tests for Escalators

Frequency: Annual

Note: These inspections and tests shall include the requirement of A17.1 Safety Code for Elevators and Escalators - Section 1007 Routine inspections and tests of escalators and ASME A17.2.3 Inspections Manual for Elevators and Escalators.

Description:

- a. Check and eliminate all excessive noise, vibration and abnormal operation.
- b. Check all illumination (such as demarcation lights, comb lights, newel lights, handrail lights and landing lights) and alarms for proper operation.
- c. Check threshold, access, landing and pit cover plate condition.
- d. Check main belt tension for moving walks (if applicable).
- e. Test and adjust all operating and safety switches and devices.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 2

Work to be done: Periodic Inspection and Test for escalators

Frequency: Annual

Note: These inspections and tests shall include the requirements of A17.1 Safety Code for Elevators and Escalators – Section 1008 Periodic Inspection and Tests of Escalators, the routine tests in MP #1, the ASME A17.2.3 Inspectors' Manual for Escalators and the following:

1. Speed Governors. Where a speed governor is provided, the governor shall be tested by manually operating the trip mechanism. The trip mechanism shall move freely for its entire required travel.
2. Escalator Broken Step-Chain (Carriage) Device. The test of the broken step shall be performed by operating manually and adjusting as necessary.
3. Broken Drive-Chain Devices. Operation of the broken drive-chain device, where a drive chain is used, shall be tested by manually operating the actuating mechanism. The actuation device shall have free motion for its entire required travel.
4. Stop Switches. All stop switches, including those in machine space, and mainline disconnect switches shall be tested for proper operation. Alarms if present, shall be checked for proper operation.
5. Skirt-Obstruction Device shall be manually operated by simulation of obstruction.
6. Stopping distance: Check that the stopping distance is not less than 4.5 inches (120 fpm units) or eight inches (90 fpm units). In no case shall the stopping distance exceed the distance from the skirt obstruction devices to the combplate.
7. Brakes. Test operation of the electrically released brake when the other safety devices are manually operated. The operation of the brakes shall be observed at that time. When the brake is applied it shall stop the escalator in accordance with the requirements of the A17.1 code for deceleration and distance. Do not employ a time delay in the control circuiting to achieve the above stopping distance. Check the brake linings and the tension on the brake shoes or brake discs. Any adjustments required to the brake torque motor are always to be done at running temperature.
8. Starting Switches. Test starting switches for proper operation and type. Key switches shall be self centering, the key shall not be able to be removed from the run position and alarm shall sound when cover is lifted.
9. All safety devices shall be inspected and tested for proper function as required by A17.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 3

Work to be done: Routine Test and Inspection for Elevators (hydraulic)

Frequency: Annual

Note: These inspections and tests shall include the requirements of A17.1 code, section 1004 – Routine inspection and tests of Hydraulic Elevators and ASME A17.2.2.

Description:

- a. Check and eliminate all excessive noise, vibration and abnormal operation.
- b. Check all illumination (such as hall and position indicators, call buttons, emergency lighting and signals, lighting fixture, etc.) and alarms.
- c. Check the condition of all car and hoistway doors and sills.
- d. Check the tension in all belts and chains.
- e. Test and adjust all operating and safety switches and devices.

**PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures**

**MP: 4**

**Work to be done:** Periodic Inspection and test for elevators (Hydraulic)

**Frequency:** Annual (This shall also include the second Semi-Annual Inspection and Test for Hydraulic Elevators)

**Note:** The inspection and test shall include the requirements of A17.1 Code Section 1005 and 1004 and ASME A17.2.2. Periodic Inspections and Tests of Hydraulic Elevators, the Routine Inspection in MP #3, and the following:

**Description:**

- a. All operating and safety devices and switches shall be tested for proper operation and adjusted as necessary.
- b. All moving parts and components that are in contact with other moving parts or components including, but not limited to, ropes, cables, gears, belts, chains, sheaves, bearings, guide rails, doors, tapes, rollers and guides, shall be inspected to ensure they are in proper operating condition and properly adjusted.
- c. All structural components shall be inspected to ensure that their integrity has not been compromised.
- d. All tests as shown in MP #3.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 5

Work to be done: Routine Inspection and test of Elevators. (Electric Traction)

Frequency: Annual

Note: These inspections and tests shall be performed in accordance with ASME A17.1, Section 1001-Routine Inspection and test for electric and traction elevator and ASME A17.2.1 Inspectors' Manual for Electric Traction Elevators and the following shall be performed:

Description:

- a. Check and eliminate all excessive noise, vibration and abnormal operation.
- b. Check all illumination (such as hall and position indicators, call buttons, emergency lighting and signals, lighting fixtures, etc.) and alarms.
- c. Check the condition of all car and hoistway doors and sills.
- d. Check the tension in all belts and chains.
- e. Test and adjust all operating and safety switches and devices.

**PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures**

**MP: 6**

**Work to be done:** Periodic Inspection and test of Elevators. (Electric Traction)

**Frequency:** Annual

**Note:** All applicable tests and inspections shall be performed in accordance with ANSI/ASME A17.1, Section 1002-Periodic Inspection and test for electric and traction elevator and the ASME A17.2.1 Inspector's Manual for Electric Elevators, the routine Inspections and Tests in MP #5 and the following:

**Description:**

- a. All operating and safety devices and switches shall be tested for proper operation and adjusted as necessary.
- b. All moving parts or components that are in contact with other moving parts or components that must move in order to function properly including, but not limited to ropes, cables, gears, belts, chains, sheaves, bearings, guide rails, doors, tapes, rollers and guides shall be inspected to ensure they are in proper operation condition and properly adjusted.
- c. All structural components shall be inspected to ensure that their integrity has not been compromised.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 7

Work to be done: Inspection and Test of Elevators (Electric Traction)

Frequency: Five Years (The initial test will be performed two months after the effective date of this contract).

Description: Perform all applicable tests and inspections in accordance with ANSI/ASME A17.1, Section 1002-Periodic Inspection and test of electric traction elevator, the ASME A17.2.1 Inspectors' Manual For Electric Elevators and the Routine Inspections and tests included in MPC #5.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MC: 11

Work to be done: Maintenance, checks and Services for Escalators.

Frequency: Monthly (12 Routines per year per unit)

Description:

- a. Open pits shall be barricaded to prevent public access.
- b. During Maintenance procedures, the unit shall not be run without qualified personnel having immediate access to the main line switch. The main line switch shall be mechanically locked out in the off position while working inside the normal path of moving gear. Code required or manufacturer's related safety devices shall not be rendered inoperative.
- c. Clean and inspect controllers, relays, fuses, switches, timers and contacts. Repair as needed.
- d. There shall be a visual contrast between the combs and steps or pallets. Adjacent floor surfaces shall be continuous with the top of the landing plates with no abrupt changes in elevation of more than ¼ inch.
- e. Worn or damaged equipment creating a safety hazard shall be replaced.
- f. All safety and operating devices shall perform both mechanically and electrically at least in accordance with manufacturer's criteria and the applicable ASME A17.1, New York City Building and/or New Jersey Administrative Requirements. Check operation of controller.
- g. On cleated risers there shall be engagement between the riser cleats and the slots on the adjacent step treads and between adjacent pallets.
- h. The clearance on either side of the escalator steps between the step and the adjacent skirt shall be not more than three-sixteenths (3/16) of an inch.
- i. Handrails:
  1. The use of hinges for splicing is prohibited.
  2. Use a safe and recommended cleaner and conditioner.
- j. Use a machine such as the "Tread Master" to clean the treads of all steps.
- k. Lubricate skirt panels with approved silicone lubricant. If overspray gets into either steps or combplates, wipe off any such overspray in order to prevent a slipping hazard.
- l. Check that all panels, covers and trim are in place, secured and free from excessive gaps, pinch points, sharp edges or tripping hazards.
- m. Start key switches shall be self centering and not removable in the run position. Stop switches and audible alarms shall be operational.
- n. Lubrication of all parts requiring lubrication shall be made in accordance with Manufacturers' recommendations and using approved lubricants.
- o. All lighting associated with the escalators shall be relamped as necessary during each maintenance service visit by the Contractor including, but not limited to, pit and equipment room lights, thread demarcation lights, comb lights, comb illuminators, skirt lights, handrail lights and newel lights.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

- p. Check drive motors for any irregularities and proper lubrication. Repair as necessary.
- q. Check tension and operation of broken step chain (carriage) devices and/or main belt tension. Repair as required.
- r. Check all bearings, chains, belts, rollers, cables, pulleys and other moving components to ensure they are in proper operating condition and properly adjusted. Repair as required.
- s. Check all ceiling intersection guards, deck barricades and anti-slide devices. Repair/replace as necessary.
- t. Maintain the entrance and exit safety zones in accordance with the ASME A17.1 Code.
- u. Clean all filters including the air filter for the controller cabinet.
- v. Clean out top and bottom pits.
- w. Top off all fluid containers/reservoirs with appropriate fluids.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 12

Work to be done: Routine Maintenance of Elevators.

Frequency: Monthly (12 times per year)

Description: 1) Perform this MP on all electric elevators once per month.  
2) Perform this MP in conjunction with MP #13 on all elevators (Electric and Hydraulic) once per month under a separate work request.

- a. Perform general inspection for proper operation of all machinery, including but not limited to traction motor, tanks, generator, brushes, controllers, gear box, pulleys, pumps, piping, brakes, governor, drive, valves, selector and floor controllers. Lubricate as required.
- b. Empty drip pans, discard oil, check reservoir oil level. Replenish oil as needed. Maintain the level of oil above the minimum required. Keep pressure tank at least 2/3 full. Any unexplained oil leak shall immediately be reported to the Superintendent.
- c. Inspect and lubricate machinery, contacts, linkage and gearing. Repair as required.
- d. Clean and inspect controller, selectors, relays, fuses, switches, timers and contacts. Repair as required.
- e. Ride car and observe operation of doors, leveling, reopening devices, smoothness. Adjust/repair as needed.
- f. If rails are lubricated, check condition and lubrication. Service lubricators. Lubricate as needed.
- g. Check operation of all hoistway door interlocks. Repair as required.
- h. Inspect all lighting associated with the elevator, including, but not limited to pit lights, equipment room lights, shaft way lights, position indicators, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, under-floor lights, cab, entrance and roof lights. Replace/relamp as needed. Relamp all inoperative lights and so indicate in the checklist of the "Service Maintenance form" specification hereinafter. Check all alarms and maintain in proper working order.
- i. Inspect and maintain in proper working order all wiring and conduit for elevator power, lighting and controls. Responsibility extends from the disconnect switch located in the machine room to its end point in the elevator circuitry.
- j. Remove litter, dust, oil and other extraneous materials from all machine rooms.
- k. Clean all filters including air filters for controllers.
- l. Wipe down all equipment in Motor Rooms/Controller Rooms.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 13

Work to be done: Periodic Maintenance of Elevators

Frequency: Monthly (12 times per year)

Description: 1) Perform this MP in conjunction with MP #12 once per month on all elevators.

- a. Observe operation of elevator throughout its full range and at all floors it services to test controls, safety devices, leveling, re-leveling, and other devices. If creeping is excessive, determine the cause and correct it.
- b. Check door operations, clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, setscrews contracts, chains, and cams.
- c. Inspect interior of cab. Test telephone and communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel and emergency lights. Repair as necessary.
- d. Inspect hoists and pit. Clean and lubricate equipment as required. Service guide rail lubricators.
- e. Test mechanism. Observe operation of motor, generator, pump, oil lines, tank, controls, plunger, packing, brakes, governor, traction, machinery and sheaves.
- f. Test manual and emergency control. Repair as needed.
- g. Check oil level in car and counterweight oil buffers; add oils as required.
- h. Check packing glands of valves and cylinder and tighten to prevent loss of fluid, if necessary. The amount of leakage should not exceed 5 gallons.
- i. Visually inspect controller, selector, contacts and relays. Check adjustment and repair as required.
- j. Check hoistway doors. Clean, lubricate and adjust tracks, hangers and up thrust, eccentrics, linkage, gibs and interlocks.
- k. Clean, adjust and lubricate car door or gate tracks, pivots, gibs, hangers, car grille and stile channels.
- l. Perform a Phase I recall and a minimum one floor Phase II operation of Firefighter's Service to assure that the system is maintained in proper operating order. A written record of the finds of the operation shall be made and provided to the Superintendent.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 14

Work to be done: Maintenance of Elevators-Hydraulic, Traction

Frequency: Quarterly

Description:

- a. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets and indicators. Repair and/or adjust for proper leveling.
- b. Inspect car-safety mechanism, clean and keep free of rust and dirt, and lubricate as necessary.
- c. Check buffers for free movement and clean as required.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 15

Work to be done: Maintenance of Elevators-Hydraulic, Traction

Frequency: Semi-Annual

Description:

- a. Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins and other controller components; adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation overloads. Clean and inspect fuses and holders and all controller connections.
- b. In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and the counterweight. Inspect and test limit and terminal switches. Test and adjust car shoes, gibs and roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ANSI/ASME A17.1 Section 1206. Governor wire ropes shall not be lubricated.
- c. Clean all overhead beams, sills bottom of platform, car tops and hoistway walls.
- d. Check car and counterweight runby and clearances. Adjust to meet all ASME A17.1 Code requirements. Unless approved by the Superintendent, the car and counterweight shall not strike to the buffers.
- e. Clean Car light fixtures. Relamp if needed.
- f. Check scavenger tank.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 16

Work to be done: Maintenance of Elevators-Hydraulic, Traction

Frequency: Annual

Description:

- a. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ANSI/ASME A17.1 Section 1206.
- b. Take sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturers. Drain and replace fluid if it fails to meet manufacturer's specified properties.
- c. Thoroughly clean the mechanism, pit, top and bottom of car and all other elevator components and areas.
- d. Every six years flexible hoses and fittings shall be replaced in accordance with ASME A17.1 Rule 1206. **Depending on last service this routine may occur during the life of the contract.**
- e. Pressure tanks and piston rods shall be cleaned every 3 years in accordance with SME A17.1 Rule 1206. **Depending on last service this routine may occur during the life of the contract.**

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 20

Work to be done: Maintenance of all Elevators

Frequency: Semi-Annual

Description:

- a. Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins and other controller components; adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation overloads. Clean and inspect fuses and holders and all controller connections.
- b. In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and the counterweight. Inspect and test limit and terminal switches. Test and adjust car shoes, gibs, or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ANSI/ASME A17.1 Section 1206. Governor wire ropes shall not be lubricated.
- c. Clean all overhead beams, sills, bottom of platform, car tops and hoistway walls.
- d. Check car and counterweight runby and clearances. Adjust to meet all ASME A17.1 Code requirements. Unless approved by the Superintendent, the car and counterweight shall not strike to buffers.
- e. Clean Car light fixtures.
- f. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ANSI/ASME A17.1 Section 1206.
- g. Take a sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturers. Drain and replace fluid if it fails to meet manufacturer's specified properties.
- h. Thoroughly clean the mechanism, pit, top and bottom of car and all other elevator components and areas.
- i. Every six years flexible hoses and fittings shall be replaced in accordance with ASME A17.1 Rule 1206. **Depending on last service this routine may occur during the life of the contract.**
- j. Pressure tanks and piston rods shall be cleaned every 3 years in accordance with ASME A17.1 Rule 1206. **Depending on last service this routine may occur during the life of the contract.**

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MP: 22

Work to be done:      Cleaning down of the Escalators.

Frequency:              During the first two months after the effective date of the contract.  
Once every year, thereafter.

Description:

- a. Remove all steps. Remove all panels or covers necessary to access the interior of the units. All escalator steps shall safely stacked on pallets and wrapped in plastic. All steps must be sent out to be professionally cleaned by a PATH approved vendor.
- b. Clean the entire interior of each unit with a suitable solvent in accordance with manufacturer's recommendations. This includes but is not limited to drip pans, structures, moving components, steps and belts, handrail systems, chains, pits, trusses, roller tracks and interiors of balustrade, skirt and newel panels. All removed parts shall be temporarily stored and the units barricaded.
- c. Inspect the roller tracks for alignment and realign as required. Replace all worn components such as wheels, axles and bearings. Reassemble the unit after the cleaning is complete.
- d. Any part or parts of the escalator which for any reason become unsuitable for use shall be repaired and replaced.
- e. Refinish and replace balustrades as necessary.
- f. Repair, replace or refinish any electrical or mechanical component of the escalator as necessary.
- g. Replace any broken comb sections.
- h. Inspect all lighting and relamp if needed.

PATH Elevator and Escalator Maintenance  
PART V – Appendix A  
Maintenance Procedures

MPC: 23

Work to be done: Wash Glass Shafts on Designated Elevators

Frequency: Quarterly

Description:

- a. Thoroughly clean and wash inside glass panels of elevator shaft hoistway and outside glass panels of elevator car in elevator shaft hoistway.
- b. Provide and utilize a suitable glass cleansing agent, i.e. "Windex" or approved equal.
- c. Provide and utilize window washing tools and equipment, i.e. Squeegees, Water, sponges and clean rags.
- d. Utilizing a shop vac, vacuum and polish with an approved stainless steel cleanser all inside elevator shaft hoistway stainless steel metal sills and struts.
- e. Clean all overhead beams, sills, bottom of platforms, car tops and hoistway walls.

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
Journal Square	<b>Elevator #5 Traction Elevator</b>	MCE solid state boards	5
Journal Square	Traction Elevator	MCE Microprocessor Board	5
Journal Square	Traction Elevator	Elevator guide rollers	25
Journal Square	Traction Elevator	Tape Head	1
Journal Square	Traction Elevator	Counterweight roller guides	20
Journal Square	Traction Elevator	Door clutch	5
Journal Square	Traction Elevator	Contactory relay	3
Journal Square	Traction Elevator	Fuses every type*	5* of each
Journal Square	Traction Elevator	Cede Edges	3
Journal Square	Traction Elevator	Door gibs	10
Journal Square	<b>Elevator # 9 &amp; 10 Hydraulic Elevators</b>	Packing (hydraulic seals)	1
Journal Square	Hydraulic Elevators	Check Valve	2
Journal Square	Hydraulic Elevators	Door gibs	3
Journal Square	Hydraulic Elevators	Motor belts	2
Journal Square	Hydraulic Elevators	Fuses every type*	2* of each
Journal Square	Hydraulic Elevators	Contactory relay	3
Journal Square	Hydraulic Elevators	Cede Edges	2
Journal Square	Hydraulic Elevators	Guide shoes	2
Journal Square	<b>Elevator #8, Hydraulic Elevators</b>	Hydraulic seals	1

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
Journal Square	Elevator #8, Hydraulic Elevators	MCE solid state	1
Journal Square	Escalators: 1, 2, 3, 4, 15, 16 & 17	Kone/O & K escalator steps	40
Journal Square	Escalators	Kone/O & K escalator step rollers	40
Journal Square	Escalators	Kone/O & K escalator step chain rollers	40
Journal Square	Escalators	Kone/O & K escalator comb plates (complete sets/top & bottom)	3
Journal Square	Escalator	Kone/O & K escalator circuit boards	2
Journal Square	Escalator	Kone/O & K escalator microprocessor mother board	1
Journal Square	Escalator	Kone/O & K escalator speed sensor	1
Journal Square	Escalator	Kone/O & K handrail speed sensors	2
Journal Square	Escalator	Kone/O & K handrail speed sensor rollers	2
Journal Square	Escalator	Complete set side skirt brushes	0
Journal Square	Escalator	Kone/O & K brake coils	2
Journal Square	Escalator	Kone/O & K brake shoes	2

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
Journal Square	Escalators #13 & 14	Escalator Drive	1
Journal Square	Escalators #13 & 14	Escalator Motors	2
Journal Square	Escalators #13 & 14	Complete set of side skirt brushes	1
Journal Square	Escalators #13 & 14	O & K steps	10
Journal Square	Escalators #13 & 14	Step chain rollers	20
Journal Square	Escalators #13 & 14	Step rollers	20
Journal Square	Escalators #13 & 14	Brake coil	4
Exchange Place	Escalators	MCE escalator circuit boards (complete set)	2
Exchange Place	Escalators	MCE escalator microprocessor motherboard	1
Exchange Place	Escalators	O & K escalator steps	15
Exchange Place	Escalators	O & K step rollers	24
Exchange Place	Escalators	O & K step chain rollers	24
Exchange Place	Escalators	Complete set comb plates (six in a set), top & bottom of escalator	6
Exchange Place	Escalators	Complete set of side skirt brushes	1
Exchange Place	Escalators	O & K motors for Escalators 1, 2, & 3 at Exchange Place	6
Exchange Place	Escalators	Spare set brake pads	1
Exchange Place	Escalators	Electrical brake coils	4

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
Exchange Place	Escalators	Handrail sensors	2
Exchange Place	Escalators	Speed sensors	2
Exchange Place	Escalators	Missing step sensors	2
Exchange Place	Escalators	Handrail speed sensor roller	1
Pavonia/Newport	Escalators	(2) of every type of MCE escalator circuit boards	2
Pavonia/Newport	Escalators	MCE escalator microprocessor motherboard	1
Pavonia/Newport	Escalators	O & K escalator steps	15
Pavonia/Newport	Escalators	Step rollers	24
Pavonia/Newport	Escalators	Step chain rollers	24
Pavonia/Newport	Escalators	Complete sets of comb plates (6 in a set), top and bottom of escalator	2
Pavonia/Newport	Escalators	O & K electrical brake coil	1
Pavonia/Newport	Escalators	O & K brake solenoid	2
Pavonia/Newport	Escalators	O & K brake pads	4
Pavonia/Newport	Escalators	Speed sensor	2
Pavonia/Newport	Escalators	handrail sensor	2
Pavonia/Newport	Escalators	handrail sensor roller	1
Pavonia/Newport	Escalators	Spare set of side skirt brushes	1
Pavonia/Newport	Escalators	Handrail newel roller assembly	4

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
GROVE STREET	Escalators	MCE escalator circuit boards	1
GROVE STREET	Escalators	MCE escalator microprocessor motherboard	1
GROVE STREET	Escalators	O & K escalator steps	8
GROVE STREET	Escalators	O & K escalator step rollers	20
GROVE STREET	Escalators	O & K escalator step chain rollers	20
GROVE STREET	Escalators	O & K escalator complete set comb plates, top and bottom of escalator	2
GROVE STREET	Escalators	Complete set of side skirt brushes	1
GROVE STREET	Escalators	O & K electrical brake coil	1
GROVE STREET	Escalators	O & K escalator brake solenoid	2
GROVE STREET	Escalators	Brake pads	4
<b>THYSSEN KRUPP ESCALATORS @ JOURNAL SQUARE #5 thru 12</b>			
TK-Journal Square	Escalator	5EK step	24
TK-Journal Square	Escalator	Step roller	100
TK-Journal Square	Escalator	Complete set of comb segments	24
TK-Journal Square	Escalator	Complete step chain	1

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
TK-Journal Square	Escalator	Electrical Switches	2
TK-Journal Square	Escalator	Brake coil	2
TK-Journal Square	Escalator	Newel wheels	2
TK-Journal Square	Escalator	Skirt brushes	1
TK-Journal Square	Escalator	Spare terminal blocks	1
TK-Journal Square	Escalator	Spare relays (all types)	2
TK-Journal Square	Escalator	Demarcation bulbs	6
TK-Journal Square	Escalator	Complete demarcation light fixture	1
TK-Journal Square	Escalator	Set of side skirt brushes	1
TK-Journal Square	Escalator	Handrail speed sensor roller	1
TK-Journal Square	Escalator	Handrail speed sensors	2
TK-Journal Square	Escalator	Missing step switches	2
TK-Journal Square	Escalator	Brake Sensors	2
<b>WORLD TRADE CENTER ESCALATORS</b>			
WORLD TRADE CENTER	Escalators	Schindler escalator steps	25
WORLD TRADE CENTER	Escalators	Schindler escalator step rollers	40
WORLD TRADE CENTER	Escalators	Schindler escalator step chain rollers	40

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
WORLD TRADE CENTER	Escalators	Handrail drive chains	2
WORLD TRADE CENTER	Escalators	Main drive chains	2
WORLD TRADE CENTER	Escalators	Missing step sensors	2
WORLD TRADE CENTER	Escalators	Handrail speed sensors	2
WORLD TRADE CENTER	Escalators	brake solenoids - 120 volt	2
WORLD TRADE CENTER	Escalators	brake solenoids - 97 volts	2
WORLD TRADE CENTER	Escalators	Complete demarcation lights	2
WORLD TRADE CENTER	Escalators	Demarcation light bulbs	6
WORLD TRADE CENTER	Escalators	Complete key switches - start and stop	2
WORLD TRADE CENTER	Escalators	Key switches - start & stop	2
WORLD TRADE CENTER	Escalators	Center demarcation step strips	50
WORLD TRADE CENTER	Escalators	Left demarcation step strips (screws & tabs)	25
WORLD TRADE CENTER	Escalators	Right demarcation step strips (screws & tabs)	25

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
WORLD TRADE CENTER	Escalators	Schindler Safety Switches	10
<b>WORLD TRADE CENTER - ELEVATORS</b>			
WORLD TRADE CENTER	ELEVATORS	Set of VMI elevator circuit boards	1
WORLD TRADE CENTER	ELEVATORS	Spare relays of every type used	3
WORLD TRADE CENTER	ELEVATORS	Electrical motor	1
WORLD TRADE CENTER	ELEVATORS	Victaulic fittings of every size used	2
WORLD TRADE CENTER	ELEVATORS	Set of belts for hydraulic motor and pump	1
<b>HOBOKEN - ELEVATOR</b>			
HOBOKEN	ELEVATOR	Complete solid state boards for Schindler 330 Elevator	1
HOBOKEN	ELEVATOR	Microprocessor motherboard for Schindler 330 Elevator	1
HOBOKEN	ELEVATOR	Spare door motor	1

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
HOBOKEN	ELEVATOR	Adams Cede door edge	1
HOBOKEN	ELEVATOR	Set of door gibs	5
HOBOKEN	ELEVATOR	Set of door lock parts	2
HOBOKEN	ELEVATOR	Set of seals for hydraulic elevator	1
HOBOKEN	ELEVATOR	Spare set of relays of all types used on the Schindler 330 Elevator	1
<b>PAVONIA/NEWPORT - ELEVATORS</b>			
PAVONIA/NEWPORT	ELEVATOR	Cede door edge	1
PAVONIA/NEWPORT	ELEVATOR	Tape head	1
PAVONIA/NEWPORT	ELEVATOR	Hydraulic seals	1
PAVONIA/NEWPORT	ELEVATOR	Door gibs	5
PAVONIA/NEWPORT	ELEVATOR	Complete set of MCE solid state boards	1
<b>33rd STREET - ELEVATOR</b>			
33rd STREET	ELEVATOR	Cede door edge	1

APPENDIX 1  
PATH SPARE PARTS INVENTORY

LOCATION	EQUIPMENT TYPE	PARTS DESCRIPTION	PATH INVENTORY
33rd STREET	ELEVATOR	Hydraulic seals	1
33rd STREET	ELEVATOR	Door gibs	5
33rd STREET	ELEVATOR	Complete set of MCE solid state boards	1

GENERIC PARTS (ESCALATORS & ELEVATORS)			
All Areas	ELEVATORS & ESCALATORS	Safety Switches	10
All Areas	ELEVATORS & ESCALATORS	Victraulic fittings all sizes	2
All Areas	ELEVATORS & ESCALATORS	relays of all types used	5
All Areas	ELEVATORS & ESCALATORS	All types of key switches on elevators & escalators	2
All Areas	ELEVATORS & ESCALATORS	Hall buttons, call buttons	5
All Areas	ELEVATORS & ESCALATORS	Spare bulbs of every type used	5
All Areas	ELEVATORS & ESCALATORS	Complete set of GAL door parts (belts, rollers, hangers, door arms, etc.)	5

**STANDARD CONTRACT TERMS AND CONDITIONS**

**PART I GENERAL DEFINITIONS .....3**

**PART II GENERAL PROVISIONS .....4**

1. Facility Rules and Regulations of PATH ..... 4

2. Contractor Not An Agent..... 4

3. Contractor's Warranties ..... 4

4. Personal Non-Liability..... 5

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination..... 6

6. Rights and Remedies of PATH..... 6

7. Rights and Remedies of the Contractor ..... 6

8. Submission To Jurisdiction..... 6

9. Harmony ..... 7

10. Claims of Third Persons ..... 7

11. No Third Party Rights..... 7

12. Provisions of Law Deemed Inserted..... 8

13. Costs Assumed By The Contractor..... 8

14. Default, Revocation or Suspension of Contract ..... 8

15. Sales or Compensating Use Taxes..... 11

16. No Estoppel or Waiver ..... 11

17. Records and Reports..... 11

18. General Obligations ..... 12

19. Assignments and Subcontracting..... 13

20. Indemnification and Risks Assumed By The Contractor ..... 14

21. Approval of Methods ..... 15

22. Safety and Cleanliness ..... 15

23. Accident Reports ..... 15

24. Trash Removal..... 15

25. Lost and Found Property ..... 16

26. Property of the Contractor ..... 16

27. Modification of Contract ..... 16

28. Invalid Clauses..... 16

29. Approval of Materials, Supplies and Equipment..... 16

30. Intellectual Property..... 16

31. Contract Records and Documents – Passwords and Codes..... 17

32. Designated Secure Areas ..... 17

33. Notification of Security Requirements ..... 17

34. Construction In Progress..... 20

35. Permit-Required Confined Space Work ..... 20

36. Signs ..... 20

37. Vending Machines, Food Preparation ..... 20

38. Confidential Information/Non-Publication..... 20

39. Time is of the Essence ..... 21

40. Holidays..... 21

41. Personnel Standards..... 22

42. General Uniform Requirements for Contractor’s Personnel ..... 22

43. Labor, Equipment and Materials Supplied by the Contractor ..... 22

44.	Contractor’s Vehicles – Parking - Licenses.....	23
45.	Superintendent/Manager’s Authority .....	23
46.	Price Preference .....	23
47.	M/WBE Good Faith Participation .....	23

**PART III CONTRACTOR'S INTEGRITY PROVISIONS .....24**

1.	Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information .....	24
2.	Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.....	25
3.	Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts.....	27
4.	Contractor Responsibility, Suspension of Work and Termination.....	27
5.	No Gifts, Gratuities, Offers of Employment, Etc. ....	27
6.	Conflict of Interest.....	28
7.	Definitions .....	29

## **STANDARD CONTRACT TERMS AND CONDITIONS**

### **PART I GENERAL DEFINITIONS**

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

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

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

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

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

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

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

Director/General Manager – shall mean the Director/General Manager of PATH which operates the facility of PATH at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, or one of his/her authorized representatives for the purpose of this Contract.

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

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

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

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

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

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

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

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

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

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

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

## **PART II GENERAL PROVISIONS**

### **1. Facility Rules and Regulations of PATH**

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

### **2. Contractor Not An Agent**

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

### **3. Contractor's Warranties**

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this

Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

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

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

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

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

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

#### **4. Personal Non-Liability**

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

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

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

## **6. Rights and Remedies of PATH**

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

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

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

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

## **7. Rights and Remedies of the Contractor**

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

## **8. Submission To Jurisdiction**

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

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

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

## **9. Harmony**

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

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

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

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of PATH and the public as may be directed by PATH.

## **10. Claims of Third Persons**

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

## **11. No Third Party Rights**

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

## **12. Provisions of Law Deemed Inserted**

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

## **13. Costs Assumed By The Contractor**

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

## **14. Default, Revocation or Suspension of Contract**

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

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

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

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

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

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation, by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port

Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

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

c. If any of the following shall occur:

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

then upon the occurrence of any such event or during the continuance thereof, PATH shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract PATH upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.
- e. No payment by PATH of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by PATH shall be deemed to be a waiver of the right of PATH to terminate this Contract or of any other right or remedies to which PATH may be entitled because of any breach thereof. No waiver by PATH of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by PATH of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract PATH may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such

event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from PATH shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that PATH shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude PATH from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between PATH or the Port Authority and the Contractor (including its obligation to PATH or the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with PATH or the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor is made against the Port Authority or PATH or (3) any subcontractor under this Contract or any other agreement between PATH or the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor or if in the opinion of PATH or the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority or PATH, as applicable, shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as PATH may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as PATH may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by PATH to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that PATH does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of PATH to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by PATH shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, PATH shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.
- i. If PATH has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse PATH, or if PATH is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to PATH the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of PATH's statement therefore. PATH may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

- j. If PATH pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to PATH any such amount promptly upon receipt of PATH's statement therefore.
- k. PATH shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

## **15. Sales or Compensating Use Taxes**

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

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

## **16. No Estoppel or Waiver**

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

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

## **17. Records and Reports**

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as PATH may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of PATH of such records and books of account and also any records and books of account of any company which is owned or

controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period PATH has notified the Contractor in writing of a pending claim by PATH under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

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

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

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

## **18. General Obligations**

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Superintendent/Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by PATH or the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property

and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Superintendent/Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Superintendent/Manager.

- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
  2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
  3. in the opinion of PATH will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
  4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
  5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
  6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided PATH has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay PATH that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by PATH which shall have been charged because of such violations by the Contractor.
  - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of PATH and shall conduct operations hereunder in a courteous, efficient and safe manner.
  - h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

## **19. Assignments and Subcontracting**

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of PATH, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to PATH.

- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on PATH to such subcontractor or to give the subcontractor any rights against PATH.

## **20. Indemnification and Risks Assumed By The Contractor**

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

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, PATH, the Port Authority, or third persons (including Contractor's employees, employees, officers, and agents of PATH and the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of PATH or the Port Authority, as applicable, done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify PATH and the Port Authority for all loss or damage incurred in connection with such risks:

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

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority or

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

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

## **21. Approval of Methods**

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

## **22. Safety and Cleanliness**

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Superintendent/Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by PATH for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of PATH which are located in said facilities.

## **23. Accident Reports**

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

## **24. Trash Removal**

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

## **25. Lost and Found Property**

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

## **26. Property of the Contractor**

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

## **27. Modification of Contract**

This Contract may not be changed except in writing signed by PATH and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon PATH unless expressed in writing in this Contract.

## **28. Invalid Clauses**

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

## **29. Approval of Materials, Supplies and Equipment**

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

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

## **30. Intellectual Property**

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

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

In addition, the Contractor shall promptly and fully inform the Director/General Manager in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

### **31. Contract Records and Documents – Passwords and Codes**

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

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

### **32. Designated Secure Areas**

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

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

### **33. Notification of Security Requirements**

PATH has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, PATH reserves

the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority or PATH security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority and PATH reserve the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority and/or PATH.

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

- Execution of Port Authority Approved Non-disclosure Agreements

At the direction of the Port Authority, the Contractor shall be required to have its principals, staff and/or subcontractor(s) and their staff, execute Port Authority approved non-disclosure agreements.

- Contractor/ Subcontractor identity checks and background screening

PATH and the Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

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

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

- Issuance of Photo Identification Credential

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

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful

completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

· Access control, inspection, and monitoring by security guards

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

· Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority or PATH information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Protected Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to PI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority and PATH information;
- (4) specific guidelines and requirements for the handling of PI to ensure that the storage and protection of PI;
- (5) restrictions on the transfer, shipping, and mailing of PI;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to PI, from viewing such information;
- (7) require that PI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority or PATH awarded contract.

- (9) prohibit the publication, exchange or dissemination of PI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that PI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

· Audits for Compliance with Security Requirements

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

### **34. Construction In Progress**

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

### **35. Permit-Required Confined Space Work**

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

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

### **36. Signs**

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

### **37. Vending Machines, Food Preparation**

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

### **38. Confidential Information/Non-Publication**

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other

tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of November 14, 2013)*, Protected Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

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

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

### **39. Time is of the Essence**

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

### **40. Holidays**

The following holidays will be observed at the Site:

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

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

shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

#### **41. Personnel Standards**

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Superintendent/Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Superintendent/Manager's request for such replacement.

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

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

#### **42. General Uniform Requirements for Contractor's Personnel**

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

#### **43. Labor, Equipment and Materials Supplied by the Contractor**

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

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

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

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

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

#### **44. Contractor's Vehicles – Parking - Licenses**

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

#### **45. Superintendent/Manager's Authority**

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

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

#### **46. Price Preference**

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

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

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

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

#### **47. M/WBE Good Faith Participation**

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

- c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to [www.panynj.gov/supplierdiversty](http://www.panynj.gov/supplierdiversty)
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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

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

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

### **PART III CONTRACTOR'S INTEGRITY PROVISIONS**

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

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

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

- any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
  - g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications in this Part III, Sections 1 and 2, shall be deemed to have been made by the Bidder as follows:

- \* if the Bidder is a corporation, such certification shall be deemed to have been made not only

with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;

- \* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

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

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

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

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

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

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

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

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

### **4. Contractor Responsibility, Suspension of Work and Termination**

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

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

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

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

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

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

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by

it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

## **6. Conflict of Interest**

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

## 7. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.