

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ATTN: BID/RFP CUSTODIAN
4 WORLD TRADE CENTER,
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: 5/1/2015

TITLE: Traffic Signal Maintenance, Inspection and Certification, Installation, Repair and Limited Construction Services at New Jersey Marine Terminals

BID NO.: 0000042328

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

FACILITY INSPECTION: MAY 14, 2015

TIME: 10:00 AM

QUESTIONS DUE: MAY 15, 2015

TIME: 11:00 AM

BID DUE DATE: MAY 27, 2015

TIME: 11:00 AM

BUYER NAME: Dinesh M. Chheda

PHONE NO.: (212) 435-4626

EMAIL: dchheda@panynj.gov

BIDDER INFORMATION

(TO BE COMPLETED BY THE BIDDER)

(PLEASE PRINT)

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE

(TELEPHONE)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): _____

INVITATION FOR BID

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- PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS
- PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
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PART I - STANDARD INFORMATION FOR BIDDERS

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

The Port Authority of New York and New Jersey (the “Port Authority” or the “Authority”) is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, 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 Port 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 of New York and New Jersey 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.

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 within 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 may 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, and 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 Port Authority Trans-Hudson Corporation (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 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 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 documents.

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. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the 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 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. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to 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>

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. Service(s) Required

Traffic signal maintenance, inspection and certification, installation, repair and limited construction.

2. Location(s) Services Required

New Jersey Marine Terminals , as more fully described in the definition of "Facility" in the Specifications.

3. Expected Date of Commencement of Contract

Commencing on or about July 1, 2015

4. Contract Type

Unit Price

5. Duration of Contract

Three (3) years expiring on or about June 30, 2018

6. Price Adjustment during Base Term (Index Based)

Not Applicable

7. Option Period(s)

There shall be up to (3) three (1) one year Option Period(s).

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

Price adjustment during the option period shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

9. Extension Period

120 Day Applicable

10. Facility Inspection

Date and Time: May 14, 2015 at 10:00A.M.

The Port Authority will conduct a facility inspection for all parties interested in submitting bids on this Contract, which will commence on Thursday, May 14, 2015, at 10:00 AM at Port Authority Administration Building, 260 Kellogg St, Port Newark, N.J. 07114. Please contact David Parry at 973-578-2169, cell 973-703-4168

or email at dparry@panynj.gov to confirm attendance and/or receive travel directions. Photo ID is required to attend this meeting.

11. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its Bid in the management and operation of a business engaged in the maintenance, installation, repair and construction of traffic signals, 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 three (3) years 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 one (1) contract 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 \$400,000 annual gross income from the type of service required under this Contract.
- d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisites in subparagraphs (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.
- e. The successful bidder must be a licensed electrical Contractor in the State of New Jersey.

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

12. Available Documents

The following documents will be made available for reference and examination during facility inspection only during the time and date noted in Section 10:

- a. Traffic Signal Maintenance and Repair at New Jersey Marine Terminal Contract 4600008499 .
- b. A map showing the location of all traffic signals covered under this Contract.

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.

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the “Contractor”) hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and as fully set forth in Part V, (the “Specifications,”) at the location(s) listed in Part II, 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 elects 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 in Part II hereof as not applicable to this Contract, 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, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority 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 the Port Authority for Services rendered under this Contract shall be subject to the approval of the 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 as specified herein, 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 Manager.
1. The Contractor shall submit to the 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 Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.
2. Technical Support – Technical support services may be required to support specialty equipment at the facility during the term of this Contract. When required, the Manager will directly authorize a third party factory support specialist to provide technical support assistance to the Port Authority. Payment for authorized technical support services will be billed to this Contract and will be based on the actual technical support specialist billing plus the percent markup quoted by the Contractor in his fee bid for Item 1, Technical Support (see Part IV pricing sheets).

3. Certification and Preventative Maintenance - The Contractor will be compensated under this Item on a per intersection basis for such Annual Certifications as are authorized by the Manager. Signal repair work that is identified during the certification process, and that is authorized by the Manager, will be paid based upon the price bid by the Contractor for the applicable "Traffic Signal Modification Unit Cost Items". All costs associated with the replacement of the miscellaneous components specifically noted in Attachment B, "Traffic Signal Certification Preventive Maintenance Checklist", shall be included in the price bid for Item 2, "Certification and Preventive Maintenance." All costs associated with maintenance of traffic services required to support Certification and Preventive Maintenance procedures shall be included in the price bid for Item 2, "Certification and Preventive Maintenance."
 4. Signal Modification - Compensates for certain labor and materials for this work. If an assembly not listed in: "C. Traffic Signal Modification Unit Cost Items" is ordered by the Manager, compensation shall be as per "Extra Work Provisions". The Contractor shall also be compensated under: "E. Maintenance of Traffic Items," where closures are involved to complete this work (see Part IV pricing sheets, MOT1 – MOT3). The Contractor is hereby advised that the bid quantities indicated in Part IV are for bid comparison and are not guaranteed. Actual Contract quantities may be significantly higher or lower than the bid quantity and may be zero.
 5. There shall be no separate compensation for furnishing service vehicles or bucket trucks that are required as described herein unless specifically noted otherwise.
 6. All costs associated with tools of the trade, including test equipment that is customarily required to perform the maintenance, troubleshooting, diagnostics and repair functions specified, shall be considered overhead costs and will not be paid separately.
- b) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to (1) release the Contractor from any obligation under or upon this Contract, or to (2) estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to (3) preclude the Port Authority from recovering any monies (a) paid in excess of those lawfully due or (b) to which the Port Authority may be entitled on account of any damage sustained by the Port Authority.
 - c) 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 the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority 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, means the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any 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 the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this 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 (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder (excluding the 120 day Extension Period as described in the paragraph entitled “Duration/Escalation” or “Duration” in Part III, 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 One (1) year Option Period of the Contract, the Price Index shall be determined for the months of January 2017 and January 2018. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2018 and the denominator of which is the Price Index for January 2017. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second One (1) year Option Period of the Contract, the Price Index shall be determined for the months of January 2018 and January 2019. 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 January 2019 and the denominator of which is the Price Index for January 2018. The resulting product shall be the amounts payable to the Contractor in the second Option Period.

For the third One (1) year Option Period of the Contract, the Price Index shall be determined for the months of January 2019 and January 2020. 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 January 2020 and the denominator of which is the Price Index for January 2019. 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. Note: Item 1 “Technical Support” will not be subject to a price adjustment during the option periods.

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 the Contractor shall refund to the Port Authority any excess amounts paid by the Port Authority for such period.

5. Liquidated Damages

- a) The Contractor’s obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to timely or satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

If the Contractor fails to timely or satisfactorily provide any item of material, labor or equipment as set forth on the Pricing Sheets then the payment due the Contractor shall be reduced by the product obtained by multiplying the unit price for that/those item(s) entered by the Contractor on the Pricing Sheets by two hundred per cent (200%).

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

- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of (1) unsatisfactory performance or of (2) Contractor's failure to perform or (3) as a waiver of the Port Authority'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 - \$ 2 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name "The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees and agents as additional insureds", including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests' clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Any and all excess and umbrella policies shall 'follow form' by conforming to the underlying policies. Furthermore, the 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.

These insurance requirements shall be in effect for the duration of the contract to include any maintenance/warranty/guarantee period.

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

“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

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 an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days’ prior written notice to the Port Authority of NY and NJ, 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), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. The General Manager, Risk 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 # 4718N

7. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the 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.

The Contractor is required to perform Extra Work pursuant to a written order of the 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 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 Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manger may require, executed, acknowledged and delivered, assuring to the 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 Manager shall have the authority to decide all questions in connection with Extra Work. The exercise by the Manager of the powers and authority vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the 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 Manager within twenty-four (24) hours of performing the work that it 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 Manager within two (2) business days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty four (24) hours following the receipt by the Contractor of the Manager’s written or oral notification. Where oral notification is provided hereunder, the Manager will thereafter confirm the same in writing.

All Extra Work shall be billed to the Port Authority 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

**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 90 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_____

Note: This offer shall be irrevocable for 90 days after the date on which the Port Authority opens this bid.

Signature of Person Signing Above

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, and 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 allowed, duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink, in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to 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.
- e. 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 Contract Price based upon the Unit Prices inserted by the Bidder, which amount shall then govern in all cases.
- f. In the event that a Bidder quotes an amount in the Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price
- g. 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".
- h. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract to the Estimated Annual Contract Price for each subsequent year.

CONTRACTOR'S PRICING SHEETS - YEAR 1

Maintenance, Repair and Modification of Traffic Signal System Equipment New Jersey Marine Terminals

Item Number	Unit of Measurement	Item of Work Description	Year 1 Quantity	Year 1 Unit Price	Estimated Contract Price Year 1 Total
A. TECHNICAL SUPPORT					
1	% Markup	TECHNICAL SUPPORT BILLINGS FROM THIRD PARTY (pass through item)	\$2,000	X	=
		Enter mark up % in unit price column ie: 15%			
		Enter Year 1 Quantity plus markup dollar amount in Year 1 Total Column			
		Note: This Item will not be subject to a price adjustment during the option periods.			
B. PREVENTIVE MAINTENANCE ITEMS					
2	INTERSECTION	CERTIFICATION AND PREVENTIVE MAINTENANCE	13	X	=
C. TRAFFIC SIGNAL MODIFICATION UNIT COST ITEMS					
M1	EACH (EA)	LOOP DETECTOR TEST	5	X	=
M2	EA	CONFLICT MONITOR TEST	13	X	=
M3	LINEAR FEET (LF)	CONDUIT EXCAVATION AND RESTORATION IN DIRT/ GRASS	10	X	=
M4	LF	CONDUIT EXCAVATION AND RESTORATION IN CONCRETE PAV'T	10	X	=
M5	LF	CONDUIT EXCAVATION AND RESTORATION IN ASPHALT PAV'T	10	X	=
M6	LF	CONDUIT EXCAVATION AND RESTORATION IN CONCRETE SIDEWALK	10	X	=
M7	LF	CONDUIT EXCAVATION AND RESTORATION IN ASPHALT SIDEWALK	10	X	=
M8	EA	TYPE SPF FOUNDATION	1	X	=
M9	EA	RESET PULLBOX TO GRADE LEVEL	1	X	=
M10	LF	CONDUIT - 1" RIGID GALVANIZED STEEL	10	X	=
M11	LF	CONDUIT - 1 1/2" RIGID GALVANIZED STEEL	10	X	=
M12	LF	CONDUIT - 2" RIGID GALVANIZED STEEL	10	X	=
M13	LF	CONDUIT - 3" RIGID GALVANIZED STEEL	10	X	=
M14	LF	CONDUIT - 3/4" FLEXIBLE LIQUID TIGHT	10	X	=
M15	LF	CONDUIT - 1 1/2" FLEXIBLE LIQUID TIGHT	10	X	=

Item Number	Unit of Measurement	Item of Work Description	Year 1 Quantity	Year 1 Unit		Estimated Contract Price
				Unit Price	Year 1 Total	
M16	LF	INDUCTANCE LOOP INSTALLATION	20	X	=	
M17	EA	PEDESTRIAN SIGNAL PEDESTAL 8', WITH TRANSFORMER BASE	1	X	=	
M18	EA	PEDESTRIAN SIGNAL PEDESTAL 10', WITH TRANSFORMER BASE	1	X	=	
M19	EA	VEHICULAR SIGNAL PEDESTAL 12', WITH TRANSFORMER BASE	1	X	=	
M20	LF	SHIELDED LOOP LEAD-IN CABLE	20	X	=	
M21	LF	2 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=	
M22	LF	5 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=	
M23	LF	10 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=	
M24	LF	20 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=	
M25	LF	SHIELDED COMMUNICATION CABLE, 6 PAIRS, # 19 AWG	20	X	=	
M26	LF	SERVICE CABLE, 2 CONDUCTOR # 8 AWG	20	X	=	
M27	LF	GROUND CONDUCTOR (BARE) # 6 AWG	20	X	=	
M28	EA	LOOP AMPLIFIER ASSEMBLY, SINGLE CHANNEL	1	X	=	
M29	EA	LOOP AMPLIFIER ASSEMBLY, DUAL CHANNEL	1	X	=	
M30	EA	LOOP AMPLIFIER ASSEMBLY, FOUR CHANNEL	1	X	=	
M31	EA	STEPDOWN TRANSFORMER, 5 KVA	1	X	=	
M32	EA	TRAFFIC SIG. SECTION, 12" W/ LED MODULE	1	X	=	
M33	EA	TRAFFIC SIG. SECTION, 12" W/ LED DUAL INDICATION ARROW	1	X	=	
M34	EA	TRAFFIC SIG. SECTION, 8" W/ LED MODULE	1	X	=	
M35	EA	12" VEHICULAR SIGNAL LED MODULE	1	X	=	
M36	EA	12" LED DUAL INDICATION ARROW MODULE	1	X	=	
M37	EA	8" VEHICULAR SIGNAL LED MODULE	1	X	=	
M38	EA	TRAFFIC SIGNAL BRACKET, 1-WAY, VARIOUS TYPES	1	X	=	
M39	EA	TRAFFIC SIGNAL BRACKET, 2-WAY, VARIOUS TYPES	1	X	=	
M40	EA	TRAFFIC SIGNAL BRACKET, 3-WAY, VARIOUS TYPES	1	X	=	
M41	EA	TRAFFIC SIGNAL BRACKET, 4-WAY, VARIOUS TYPES	1	X	=	
M42	EA	PEDESTRIAN SIGNAL HEAD W/ LED MODULE AND COUNTDOWN TIMER	1	X	=	
M43	EA	PEDESTRIAN SIGNAL LED MODULE AND COUNTDOWN TIMER	1	X	=	
M44	EA	SIGNAL BRACKET, POLE MOUNT	1	X	=	
M45	EA	SIGNAL BRACKET, POST TOP MOUNT	1	X	=	
M46	EA	LATCHING PEDESTRIAN PUSHBUTTON AND SIGN ASSEMBLY	1	X	=	

Item Number	Unit of Measurement	Item of Work Description	Year 1 Quantity	Year 1 Unit Price	Estimated Contract Price Year 1 Total
M47	EA	GROUND ROD ASSEMBLY	1	X	=
M48	EA	TRAFFIC SIGNAL VISOR (8" OR 12")	1	X	=
M49	EA	SAFETY CHAINS ON MAST ARMS	1	X	=
M50	EA	GEOMETRICALLY PROGRAMMABLE LOUVERS	1	X	=
M51	EA	VIDEO DETECTION CAMERA, CABLES	1	X	=
M52	EA	TRAFFIC SIGNAL BACKPLATES	1	X	=
D. HOURLY RATES					
H1A	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL I MON. THRU FRI. 8AM TO 4 PM	5	X	=
H1B	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL I ALL OTHER HOURS	5	X	=
H2A	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL II MON. THRU FRI. 8AM TO 4 PM	5	X	=
H2B	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL II ALL OTHER HOURS	5	X	=
H3	HOURS	BUCKET TRUCK	5	X	=
E. MAINTENANCE OF TRAFFIC ITEMS					
MOT1	PER APPROACH	INTERSECTION LANE CLOSURE (PER APPROACH)	3	X	=
MOT2	CALENDAR DAY	INTERSECTION LANE CLOSURE (PER CALENDAR DAY)	3	X	=
MOT3	CALENDAR DAY	BACKUP VEHICLE WITH IMPACT ATTENUATOR	3	X	=
TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE					

CONTRACTOR'S PRICING SHEETS - YEAR 2

Maintenance, Repair and Modification of Traffic Signal System Equipment New Jersey Marine Terminals

Item Number	Unit of Measurement	Item of Work Description	Year 2 Quantity	Year 2 Unit Price	Estimated Contract Price Year 2 Total
A. TECHNICAL SUPPORT					
1	% Markup	TECHNICAL SUPPORT BILLINGS FROM THIRD PARTY (pass through item)	\$2,000	x	=
		Enter mark up % in unit price column ie: 15%			
		Enter Year 2 Quantity plus markup dollar amount in Year 2 Total Column			
		Note: This Item will not be subject to a price adjustment during the option periods.			
B. PREVENTIVE MAINTENANCE ITEMS					
2	INTERSECTION	CERTIFICATION AND PREVENTIVE MAINTENANCE	13	x	=
C. TRAFFIC SIGNAL MODIFICATION UNIT COST ITEMS					
M1	EACH (EA)	LOOP DETECTOR TEST	5	x	=
M2	EA	CONFLICT MONITOR TEST	13	x	=
M3	LINEAR FEET (LF)	CONDUIT EXCAVATION AND RESTORATION IN DIRT/ GRASS	10	x	=
M4	LF	CONDUIT EXCAVATION AND RESTORATION IN CONCRETE PAV'T	10	x	=
M5	LF	CONDUIT EXCAVATION AND RESTORATION IN ASPHALT PAV'T	10	x	=
M6	LF	CONDUIT EXCAVATION AND RESTORATION IN CONCRETE SIDEWALK	10	x	=
M7	LF	CONDUIT EXCAVATION AND RESTORATION IN ASPHALT SIDEWALK	10	x	=
M8	EA	TYPE SPF FOUNDATION	1	x	=
M9	EA	RESET PULLBOX TO GRADE LEVEL	1	x	=
M10	LF	CONDUIT - 1" RIGID GALVANIZED STEEL	10	x	=
M11	LF	CONDUIT - 1 1/2" RIGID GALVANIZED STEEL	10	x	=
M12	LF	CONDUIT - 2" RIGID GALVANIZED STEEL	10	x	=
M13	LF	CONDUIT - 3" RIGID GALVANIZED STEEL	10	x	=
M14	LF	CONDUIT - 3/4" FLEXIBLE LIQUID TIGHT	10	x	=
M15	LF	CONDUIT - 1 1/2" FLEXIBLE LIQUID TIGHT	10	x	=

Item Number	Unit of Measurement	Item of Work Description	Year 2 Quantity	Year 2 Unit Price	Estimated Contract Price Year 2 Total
M16	LF	INDUCTANCE LOOP INSTALLATION	20	X	=
M17	EA	PEDESTRIAN SIGNAL PEDESTAL 8', WITH TRANSFORMER BASE	1	X	=
M18	EA	PEDESTRIAN SIGNAL PEDESTAL 10', WITH TRANSFORMER BASE	1	X	=
M19	EA	VEHICULAR SIGNAL PEDESTAL 12', WITH TRANSFORMER BASE	1	X	=
M20	LF	SHIELDED LOOP LEAD-IN CABLE	20	X	=
M21	LF	2 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=
M22	LF	5 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=
M23	LF	10 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=
M24	LF	20 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=
M25	LF	SHIELDED COMMUNICATION CABLE, 6 PAIRS, # 19 AWG	20	X	=
M26	LF	SERVICE CABLE, 2 CONDUCTOR # 8 AWG	20	X	=
M27	LF	GROUND CONDUCTOR (BARE) # 6 AWG	20	X	=
M28	EA	LOOP AMPLIFIER ASSEMBLY, SINGLE CHANNEL	1	X	=
M29	EA	LOOP AMPLIFIER ASSEMBLY, DUAL CHANNEL	1	X	=
M30	EA	LOOP AMPLIFIER ASSEMBLY, FOUR CHANNEL	1	X	=
M31	EA	STEPDOWN TRANSFORMER, 5 KVA	1	X	=
M32	EA	TRAFFIC SIG. SECTION, 12" W/ LED MODULE	1	X	=
M33	EA	TRAFFIC SIG. SECTION, 12" W/ LED DUAL INDICATION ARROW	1	X	=
M34	EA	TRAFFIC SIG. SECTION, 8" W/ LED MODULE	1	X	=
M35	EA	12" VEHICULAR SIGNAL LED MODULE	1	X	=
M36	EA	12" LED DUAL INDICATION ARROW MODULE	1	X	=
M37	EA	8" VEHICULAR SIGNAL LED MODULE	1	X	=
M38	EA	TRAFFIC SIGNAL BRACKET, 1-WAY, VARIOUS TYPES	1	X	=
M39	EA	TRAFFIC SIGNAL BRACKET, 2-WAY, VARIOUS TYPES	1	X	=
M40	EA	TRAFFIC SIGNAL BRACKET, 3-WAY, VARIOUS TYPES	1	X	=
M41	EA	TRAFFIC SIGNAL BRACKET, 4-WAY, VARIOUS TYPES	1	X	=
M42	EA	PEDESTRIAN SIGNAL HEAD W/ LED MODULE AND COUNTDOWN TIMER	1	X	=
M43	EA	PEDESTRIAN SIGNAL LED MODULE AND COUNTDOWN TIMER	1	X	=
M44	EA	SIGNAL BRACKET, POLE MOUNT	1	X	=
M45	EA	SIGNAL BRACKET, POST TOP MOUNT	1	X	=
M46	EA	LATCHING PEDESTRIAN PUSHBUTTON AND SIGN ASSEMBLY	1	X	=

Item Number	Unit of Measurement	Item of Work Description	Year 2 Quantity	Year 2 Unit Price	Estimated Contract Price Year 2 Total
M47	EA	GROUND ROD ASSEMBLY	1	X	=
M48	EA	TRAFFIC SIGNAL VISOR (8" OR 12")	1	X	=
M49	EA	SAFETY CHAINS ON MAST ARMS	1	X	=
M50	EA	GEOMETRICALLY PROGRAMMABLE LOUVERS	1	X	=
M51	EA	VIDEO DETECTION CAMERA, CABLES	1	X	=
M52	EA	TRAFFIC SIGNAL BACKPLATES	1	X	=
D. HOURLY RATES					
H1A	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL I MON. THRU FRI. 8AM TO 4 PM	5	X	=
H1B	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL I ALL OTHER HOURS	5	X	=
H2A	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL II MON. THRU FRI. 8AM TO 4 PM	5	X	=
H2B	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL II ALL OTHER HOURS	5	X	=
H3	HOURS	BUCKET TRUCK	5	X	=
E. MAINTENANCE OF TRAFFIC ITEMS					
MOT1	PER APPROACH	INTERSECTION LANE CLOSURE (PER APPROACH)	3	X	=
MOT2	CALENDAR DAY	INTERSECTION LANE CLOSURE (PER CALENDAR DAY)	3	X	=
MOT3	CALENDAR DAY	BACKUP VEHICLE WITH IMPACT ATTENUATOR	3	X	=
TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE					

CONTRACTOR'S PRICING SHEETS - YEAR 3

Maintenance, Repair and Modification of Traffic Signal System Equipment New Jersey Marine Terminals

Item Number	Unit of Measurement	Item of Work Description	Year 3 Quantity	Year 3 Unit Price	Estimated Contract Price Year 3 Total
A. TECHNICAL SUPPORT					
1	% Markup	TECHNICAL SUPPORT BILLINGS FROM THIRD PARTY (pass through item)	\$2,000	x	=
		Enter mark up % in unit price column ie: 15%			
		Enter Year 3 Quantity plus markup dollar amount in Year 3 Total Column			
		Note: This Item will not be subject to a price adjustment during the option periods.			
B. PREVENTIVE MAINTENANCE ITEMS					
2	INTERSECTION	CERTIFICATION AND PREVENTIVE MAINTENANCE	13	x	=
C. TRAFFIC SIGNAL MODIFICATION UNIT COST ITEMS					
M1	EACH (EA)	LOOP DETECTOR TEST	5	x	=
M2	EA	CONFLICT MONITOR TEST	13	x	=
M3	LINEAR FEET (LF)	CONDUIT EXCAVATION AND RESTORATION IN DIRT/ GRASS	10	x	=
M4	LF	CONDUIT EXCAVATION AND RESTORATION IN CONCRETE PAVT	10	x	=
M5	LF	CONDUIT EXCAVATION AND RESTORATION IN ASPHALT PAVT	10	x	=
M6	LF	CONDUIT EXCAVATION AND RESTORATION IN CONCRETE SIDEWALK	10	x	=
M7	LF	CONDUIT EXCAVATION AND RESTORATION IN ASPHALT SIDEWALK	10	x	=
M8	EA	TYPE SPF FOUNDATION	1	x	=
M9	EA	RESET PULLBOX TO GRADE LEVEL	1	x	=
M10	LF	CONDUIT - 1" RIGID GALVANIZED STEEL	10	x	=
M11	LF	CONDUIT - 1 1/2" RIGID GALVANIZED STEEL	10	x	=
M12	LF	CONDUIT - 2" RIGID GALVANIZED STEEL	10	x	=
M13	LF	CONDUIT - 3" RIGID GALVANIZED STEEL	10	x	=
M14	LF	CONDUIT - 3/4" FLEXIBLE LIQUID TIGHT	10	x	=

Item Number	Unit of Measurement	Item of Work Description	Year 3 Quantity	Year 3 Unit Price	Estimated Contract Price Year 3 Total
M15	LF	CONDUIT - 1 1/2" FLEXIBLE LIQUID TIGHT	10	X	=
M16	LF	INDUCTANCE LOOP INSTALLATION	20	X	=
M17	EA	PEDESTRIAN SIGNAL PEDESTAL 8', WITH TRANSFORMER BASE	1	X	=
M18	EA	PEDESTRIAN SIGNAL PEDESTAL 10', WITH TRANSFORMER BASE	1	X	=
M19	EA	VEHICULAR SIGNAL PEDESTAL 12', WITH TRANSFORMER BASE	1	X	=
M20	LF	SHIELDED LOOP LEAD-IN CABLE	20	X	=
M21	LF	2 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=
M22	LF	5 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=
M23	LF	10 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=
M24	LF	20 CONDUCTOR SIGNAL CABLE, # 14 AWG	20	X	=
M25	LF	SHIELDED COMMUNICATION CABLE, 6 PAIRS, # 19 AWG	20	X	=
M26	LF	SERVICE CABLE, 2 CONDUCTOR # 8 AWG	20	X	=
M27	LF	GROUND CONDUCTOR (BARE) # 6 AWG	20	X	=
M28	EA	LOOP AMPLIFIER ASSEMBLY, SINGLE CHANNEL	1	X	=
M29	EA	LOOP AMPLIFIER ASSEMBLY, DUAL CHANNEL	1	X	=
M30	EA	LOOP AMPLIFIER ASSEMBLY, FOUR CHANNEL	1	X	=
M31	EA	STEPDOWN TRANSFORMER, 5 KVA	1	X	=
M32	EA	TRAFFIC SIG. SECTION, 12" W/ LED MODULE	1	X	=
M33	EA	TRAFFIC SIG. SECTION, 12" W/ LED DUAL INDICATION ARROW	1	X	=
M34	EA	TRAFFIC SIG. SECTION, 8" W/ LED MODULE	1	X	=
M35	EA	12" VEHICULAR SIGNAL LED MODULE	1	X	=
M36	EA	12" LED DUAL INDICATION ARROW MODULE	1	X	=
M37	EA	8" VEHICULAR SIGNAL LED MODULE	1	X	=
M38	EA	TRAFFIC SIGNAL BRACKET, 1-WAY, VARIOUS TYPES	1	X	=
M39	EA	TRAFFIC SIGNAL BRACKET, 2-WAY, VARIOUS TYPES	1	X	=
M40	EA	TRAFFIC SIGNAL BRACKET, 3-WAY, VARIOUS TYPES	1	X	=
M41	EA	TRAFFIC SIGNAL BRACKET, 4-WAY, VARIOUS TYPES	1	X	=
M42	EA	PEDESTRIAN SIGNAL HEAD W/ LED MODULE AND COUNTDOWN TIMER	1	X	=
M43	EA	PEDESTRIAN SIGNAL LED MODULE AND COUNTDOWN TIMER	1	X	=
M44	EA	SIGNAL BRACKET, POLE MOUNT	1	X	=

Item Number	Unit of Measurement	Item of Work Description	Year 3 Quantity	Year 3 Unit Price	Estimated Contract Price Year 3 Total
M45	EA	SIGNAL BRACKET, POST TOP MOUNT	1	X	=
M46	EA	LATCHING PEDESTRIAN PUSHBUTTON AND SIGN ASSEMBLY	1	X	=
M47	EA	GROUND ROD ASSEMBLY	1	X	=
M48	EA	TRAFFIC SIGNAL VISOR (8" OR 12")	1	X	=
M49	EA	SAFETY CHAINS ON MAST ARMS	1	X	=
M50	EA	GEOMETRICALLY PROGRAMMABLE LOUVERS	1	X	=
M51	EA	VIDEO DETECTION CAMERA, CABLES	1	X	=
M52	EA	TRAFFIC SIGNAL BACKPLATES	1	X	=
D. HOURLY RATES					
H1A	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL I MON. THRU FRI. 8AM TO 4 PM	5	X	=
H1B	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL I ALL OTHER HOURS	5	X	=
H2A	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL II MON. THRU FRI. 8AM TO 4 PM	5	X	=
H2B	MAN HOURS	IMSA CERTIFIED SIGNAL TECH. LEVEL II ALL OTHER HOURS	5	X	=
H3	HOURS	BUCKET TRUCK	5	X	=
E. MAINTENANCE OF TRAFFIC ITEMS					
MOT1	PER APPROACH	INTERSECTION LANE CLOSURE (PER APPROACH)	3	X	=
MOT2	CALENDAR DAY	INTERSECTION LANE CLOSURE (PER CALENDAR DAY)	3	X	=
MOT3	CALENDAR DAY	BACKUP VEHICLE WITH IMPACT ATTENUATOR	3	X	=
TOTAL ESTIMATED THIRD YEAR CONTRACT PRICE					

**NJMT MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT
CONTRACTOR'S PRICING SHEETS SUMMARY**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE	\$ _____
TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE	\$ _____
TOTAL ESTIMATED THIRD YEAR CONTRACT PRICE	\$ _____
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PART V – SPECIFICATIONS

1. Specific Definitions

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

“Facility” shall mean various locations at New Jersey Marine Terminals as described in detail herein.

“Manager” shall mean the Facility Maintenance Manager.

“Normal work hours” shall mean 8 AM to 4 PM, Monday through Friday.

“Non-emergency” shall mean work scheduled during normal work hours.

“PANYNJ” and “the Authority” shall mean Port Authority of New York and New Jersey.

2. Work Required by the Specifications

These Specifications relate generally to the performance of traffic signal maintenance, installation, repair and limited construction. Labor and equipment warranty requirements shall be in accordance with the standard Port Authority specifications referenced in this document.

3. Prevailing Wages

The Contractor shall provide (and shall cause all Sub-contractors to pay or provide) to its workmen, laborers, electricians and 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

The provisions of this clause are inserted in this Contract for the benefit of such workmen, laborers, electricians and mechanics as well as for the benefit of the Port Authority; and if the Contractor or any Subcontractor shall pay or provide any workman, 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, electricians 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 a least the above minimum, and providing for a cause of action in the event of the Subcontractor's failure to pay or provide such wages and supplements) such workmen, laborers, electricians and mechanic shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any workman, laborer, electrician 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, electricians or mechanic 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. Scope of Work

The Contractor shall provide five (5) types of services:

Task A. Technical Support

Task B. Preventive Maintenance

Task C. Traffic Signal Modification

Task D. Hourly Rates

Task E. Maintenance of Traffic services all as described herein.

A). Technical Support - This task will be utilized to provide a means of procuring specialty equipment technical support services, and all associated materials, on an as required basis. When authorized by the Manager, the Port Authority will order support services from an appropriate third party vendor. Payment for authorized services will be billed to this Contract and will be reimbursed based upon actual billings plus the percentage markup included on the Contractor Pricing Sheets and accepted by the Port Authority for Item 1, Technical Support Billings from Third Party.

B). Certification and Preventive Maintenance - Work under this task includes the performance of preventive maintenance tasks on an annual basis. The work will be scheduled at the start of the Contract and when authorized by the Manager. The Contractor shall perform an inspection of all project intersections to ensure the integrity of the operation of all traffic signals. Certification tasks that require lane closures or the disruption of traffic operations will be permitted only on weekends between Friday at 7pm and Monday at 5am. Certification tasks that do not require lane closures will be permitted during normal working hours. Work during Holiday weekend periods will

not be permitted unless specifically authorized by the Manager. Payment for this work will be billed to the Contract in accordance with the unit price indicated on the Contractor's Pricing Sheets for Item 2, Certification and Preventive Maintenance.

C.) Traffic Signal Modification – The work under this task involves non-emergency repairs and modifying existing traffic signal installations, in accordance with drawings, details and specifications provided by the Port Authority on a per-case basis. Signal modification work that requires lane closures or the disruption of traffic operations will be permitted only on weekends between Friday at 7pm and Monday at 5am. Signal Modification tasks that do not require lane closures will be permitted during normal working hours. Work during Holiday weekend periods will not be permitted unless specifically authorized by the Manager. Payment for this work will be billed to the Contract in accordance with the unit prices indicated on the Contractor's Pricing Sheets for Items M1 through M52, Traffic Signal Modification Unit Cost Items.

D.) Hourly Rates - Work under this task involves providing the services of Certified Traffic Signal Technicians and equipment on an as required basis when authorized by the Manager. Payment for this work will be billed to the Contract in accordance with the unit prices indicated on the Contractor's Pricing Sheets for Items H1A through H3, Hourly Rates.

E.) Maintenance of Traffic – Work under this task will be authorized, as required, to support traffic signal modification work (described above) performed in accordance with the Contract requirements. Payment for this work will be billed to the Contract in accordance with the unit prices indicated on the Contractor's Pricing Sheets for Items MOT1 through MOT3, Maintenance of Traffic Items.

5. Contractor's Facility

The Contractor shall maintain an office/shop/storage facility, located a maximum of twenty five miles from the New Jersey Marine Terminal Facility, to support the Contract at no additional cost to the Port Authority. The Port Authority will not provide space to store Contractor parts, materials or vehicles.

6. Communication

The Contractor shall provide the Port Authority with a landline phone number and a cellular telephone service number to provide a direct communications capability with Contractor Staff.

The Contractor shall provide a minimum of twenty-four hour advance notice to the Manager when staff will be at the Facility for Certification and Preventive Maintenance or Signal Modification Work. The Contractor's technicians shall also notify the communications desk when leaving the Facility.

7. Work, Labor and Materials Deemed Included

Unless otherwise specified herein, the work to be performed under this Contract includes furnishing all transportation, labor, materials, signs, equipment, tools, and appurtenances required to perform the work in accordance with the terms and conditions of the Contract.

8. Number of Intersections

The number, type and location of signalized intersections to be maintained shall be those listed in Attachment A. and as updated by letter from the Port Authority during the life of the Contract.

9. Work Authorized and Coordination

Traffic Signal Modification work shall be undertaken by the Contractor only when it has been authorized in writing via a letter of authorization by the Port Authority. Each Letter of Authorization issued by the Port Authority shall serve as a formal Notice-to-Proceed and will include an effective date of completion for the specified work. Authorization letters may be transmitted via e-mail at the discretion of the Port Authority. The Contractor shall coordinate all work activities with the designated Port Authority contact person.

The Contractor shall submit a schedule, upon award of the Contract for the Certification and Preventive Maintenance work specified. Upon written approval by the Port Authority, the Contractor may proceed within the schedule. The Contractor shall notify the Port Authority, in writing, if there will be change in the schedule. All authorized work must be completed, in accordance with the Contract requirements, to the satisfaction of the Manager. All tasks included in a letter of authorization must be completed before payment will be authorized.

At the discretion of the Port Authority, the Contractor's work may be pre-empted and rescheduled on account of other higher priority work or an event.

10. Lane Closure Restrictions

Annual Certification and Traffic Signal Modification work will be subject to lane closure restrictions as stated in Part V, paragraphs 4B and 4C. All closures shall be coordinated with the Manager and a minimum of seven calendar days advance notice shall be provided for all anticipated closures. The Port Authority will provide specific closure limitations.

11. Salvaged Equipment

The Port Authority shall retain ownership of useful salvaged traffic signal equipment, as determined by the Manager. The Contractor shall deliver salvaged components to a Port Authority designated site at the Facility as directed by the Port Authority.

12. Technical Support

This task will be utilized to provide a means for the Manager to procure technical support services for specialty traffic signal equipment on an as required basis. The Port Authority will order technical support services directly from an appropriate vendor to facilitate Facility operations and will notify the Contractor regarding the order. Payment for authorized services will be billed to this Contract and the Contractor will be reimbursed based upon the authorized billing cost plus the percent markup for Item 1 on the Contractor's Pricing Sheets for "Technical Support". The Contractor will be required to provide only administrative services under this task.

13. Certification and Preventive Maintenance Requirements

Certification and Preventive Maintenance may be performed on an annual basis, as directed by the Port Authority. The work involved is detailed in Attachment B. See Part V, Section 17 (Personnel Requirements) for specific experience requirements for the signal controller and conflict monitor certification tasks that are specified on Attachment B. Lane closure restrictions will apply for this task (as stated in Part V, paragraphs 4B and 4C). See Attachment A for a listing of the initial thirteen (13) signalized intersections that are included in this Contract. The number of intersections included in this Contract may be increased or decreased as directed by the Port Authority in writing.

14. Traffic Signal Modification (Items M1 to M52, MOT1 to MOT3)

Work under these items involves furnishing all labor, material and equipment for the installation, modification and/or removal of traffic signal appurtenances at various Facility locations. Signal Modification work specified by the Port Authority will be paid in accordance with the unit prices on the Contractor's Pricing Sheets for the various items included in this Contract. The Port Authority will provide plans, timings and special details as required to perform this work. The work shall utilize the various Contract items. Lane closure restrictions will apply for this task (as stated in Part V, paragraphs 4B and 4C).

All material furnished and installed shall be in accordance with the items on the Contractor's Pricing Sheets, shall be new and shall meet or exceed National Electrical Manufacturer's Association, Institute of Traffic Engineers, National Electric Code requirements and the Port Authority's current Standard Specifications, supplemental specifications and details that have been referenced. The Port Authority reserves the right to reject any parts, equipment or materials which do not comply with the above stated standards.

The Contractor shall be required to submit shop drawings on all material to be furnished and installed under this item unless otherwise directed by the Port Authority.

15. Hourly Rates (Items H1 to H3)

This Contract includes prices identified on the Contractor's Pricing Sheets for International Municipal Signal Association (IMSA) Traffic Signal Technician (Level I and Level II) labor provided during the following time periods only when authorized by the Manager:

- Monday to Friday, 8 AM to 4 PM (Item H1A, H2A)
- Monday to Friday, 12:00 AM to 7:59 AM and 4:01 PM to 12:00 AM (Item H1B, H2B)
- Saturday and Sunday All day (Item H1B, H2B)
- Holidays All day (Item H1B, H2B)

An hourly price identified on the Contractor's Pricing Sheets for a bucket truck is also included in the Contract (Item H3) for use only when authorized by the Manager.

16. General Requirements

The work of unit cost items comprises furnishing, installing, replacing and removal of traffic control equipment for the purpose of constructing or modifying a traffic signal. The Port Authority will provide detailed plans to specify the signal modification work on an as required basis.

The Port Authority will issue letters of authorization that will specify unit cost work tasks and time of completion provisions. Work restrictions will also be specified if necessary. The Contractor shall commence work on approved traffic signal modification work within 5 (five) work days. Traffic signal modification work that is deemed to be a priority shall be commenced within 24 (twenty-four) hours of receipt of an approved letter of authorization.

The Contractor will be paid based on the unit cost items indicated on the Contractor's Pricing Sheets. When a special material item is required and authorized, the Contractor will be paid in accordance with the Extra Work provisions included in this Contract.

All work shall be performed in conformance with the Port Authority Specifications and Details indicated on Attachment C, "Traffic Signal Modification Unit Cost Items", unless otherwise directed by the Port Authority.

17. Personnel Requirements

The Contractor shall designate experienced traffic signal technicians to this Contract to perform the specified signal construction and maintenance tasks as follows. The Contractor shall provide personnel documentation in accordance with the below noted requirements for approval by the Manager:

- All field personnel assigned to this Contract shall have successfully completed the International Municipal Signal Association (IMSA) Work Zone Temporary Traffic Control Certification program.
- All technicians assigned to this Contract shall be IMSA Traffic Signal Technician Level I Certified at a minimum.
- Technicians responsible for the traffic signal controller and conflict monitor certification testing tasks (Item M2) specified on Attachment B, “Traffic Signal Certification Preventive Maintenance Checklist” shall be factory trained to service the controllers and conflict monitors that exist at the Facility, or shall be IMSA Certified Level II Traffic Signal Field Technicians and have a minimum of four years of verifiable experience, including two years’ experience as a Level II traffic Signal Technician.
- All personnel assigned to this Contract that will be working at the Facility may be required to undergo security investigation. The Contractor shall replace any person who does not pass the security check. All personnel shall comply with all security regulations and display ID at all times. Failure to comply will result in removal from the facility.

18. Equipment Requirements

The Contractor’s operations will require various vehicular and mechanical equipment that shall be provided by the Contractor, such as, but not limited to: trucks, pavement saw cutters, ditching machines, backhoes, and conduit boring machines, which shall be made available as determined by the Port Authority to expeditiously resolve any situations arising during Certification and Preventive Maintenance and to complete Signal Modification work. The use of all equipment that is required to complete the work specified shall be considered included in the Contractor’s Pricing Sheets for the applicable Contract item and no separate payment will be made for this equipment unless otherwise noted.

All vehicles used in the performance of work in roadways shall be equipped with safety flashers, signs and safety equipment in accordance with the Contract provisions. In addition, all vehicle operators shall be equipped with cellular telephones to provide direct communications with the Contractor’s dispatcher.

The Contractor shall furnish all tools, testing equipment and instruments necessary to perform the traffic signal services outlined in this Contract. There shall be no additional charge for this equipment, as it shall be considered included in the Contractor’s Pricing Sheets for the various other items in the Contract.

In addition to the standard test equipment described above, the Contractor shall provide a conflict monitor tester for use in accordance with Item M2 (Part V-12), and shall provide a loop detector tester for use in accordance with Item M1 (Part V-11). There

shall be no additional charge for this equipment, as it shall be considered included in the Contractor's Pricing Sheets for Items M1 and M2.

19. Maintenance of Traffic

The Contractor shall furnish, install and maintain all required Maintenance of Traffic (MOT) equipment in accordance with this Contract and as directed by the Port Authority. The Contractor shall be required to strictly adhere to PANYNJ Operations and Maintenance (O & M) Standard 20 for typical roadway work area protection procedures (see Attachment D). The Communications Center and Chief Traffic Engineer's Office contact references indicated in notes 1 and 7 on O & M Standard 20 (Attachment D) will be handled by the Manager.

For work areas that require site-specific Maintenance of Traffic (MOT) plans, these will be provided by the Port Authority in conjunction with letters of authorization that are issued and when requested by the Contractor. The Contractor shall at all times conduct operations to ensure the convenience of all travelers and the abutting property owners and their safety as well as the safety of its own employees. Such conduct shall include, but not be limited to, ensuring that all materials and equipment are removed from the work site during non-working hours, or are protected in such manner that they shall not constitute a hazard.

Payment for MOT work performed in accordance with the requirements specified in "Traffic Signal Modification Unit Cost Items" will be paid on a unit cost basis for work ordered by the Manager and successfully completed by the Contractor.

Payment for MOT work required in conjunction with "Certification and Preventive Maintenance" shall be included in the Contractor's Pricing Sheets for this Item. No separate payment will be made for MOT associated with Certification and Preventive Maintenance.

Lane closures may be restricted based upon prevailing traffic conditions.

20. Project Records

The Contractor shall maintain complete and accurate project records in hard copy and electronic file format, acceptable to and approved by the Port Authority, of all Certification maintenance, signal repair and signal modification activities and any other events relating to the Contract and shall input this maintenance data into the PANYNJ Roadway Devices Management System (RDMS).

All of the project records, files, and equipment will be owned by the Port Authority and shall be delivered to the Port Authority with submittal of the final invoice by the Contractor. The Port Authority shall not render final payment until all conditions of the Contract have been met.

The Contractor shall keep and maintain records of all maintenance operations performed throughout the life of this Contract.

21. Unit Cost Specifications – See below information for Items M1 to M52, H1 to H3, and MOT1 to MOT3:

22. ITEM M1 LOOP DETECTOR TEST

Description

This Item shall include all work required to test inoperable or intermittent loop detectors. The Contractor shall perform the following tasks, on an as needed basis, to identify failed loop detection components when directed by the Manager:

Open the loop wire to lead-in cable splice in the curbside pullbox/junction box and test the following functions for each loop utilizing an ATSI Model HILT 9000 loop system analyzer or an approved equal: Loop inductance, series resistance, ground leakage.

All loop lead-in cables shall also be tested for continuity between the curbside pull box/junction box and the controller cabinet. Loops and lead-in cable that are demonstrated to be operable shall be re-spliced in accordance with PANYNJ Specifications and Details. A hard copy of all loop and lead-in test results must be provided to Traffic Engineering and to Facility Electrical Maintenance for each loop tested.

Materials

The Contractor shall provide all cable splicing materials, tools and loop system analyzer equipment required to test and re-splice loop detectors as described herein.

Method of Measurement

Work performed under this Item shall be measured as the number of individual loop detectors that are tested in accordance with the provisions of this Specification.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for loop detector test (M1) shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification. No separate payment will be made for the loop lead-in testing specified herein.

23. ITEM M2 CONFLICT MONITOR TEST

Description

This Item shall include all work and all other things necessary and required to test traffic signal conflict monitors as specified herein. The Port Authority will furnish one new conflict monitor assembly to initiate the conflict monitor testing process. Conflict monitors removed from Facility intersections shall be tested, utilizing factory supplied program boards, in accordance with the below noted procedure and factory recommendations. Subsequent to successful testing, these units shall be utilized in rotation to continue the prescribed process until all Facility conflict monitors have been tested. Conflict monitors

shall be tested in accordance with the following procedure utilizing a factory calibrated ATSI Model PCMT 2600 or PCMT 8000 test unit or a Port Authority approved equal. Use of factory calibrated test units from alternate vendors that provide functionality identical to that of the specified units will be considered by the Port Authority when submitted by the Contractor.

Upon completion of the testing process, the conflict monitor supplied by the Port Authority shall be returned to the Facility.

Testing Procedure:

The Contractor shall maintain traffic during the following process to avoid motorist confusion. The Contractor shall submit a work plan to the Authority, for approval, prior to starting test procedures.

Replace the existing conflict monitor with a previously tested unit, utilizing the existing intersection specific monitor program board at each location.

Conflict monitor program board test – Force a green indication on conflicting phases to verify that the conflict is detected on all non-concurrent phases.

Absence of red test – Simulate the absence of red on each phase to verify that this condition is detected.

Controller power failure test – Simulate a controller power failure to verify that this condition is detected.

The test results shall be provided by the Contractor to the Port Authority via a hard copy and a digital file of the above conflict monitor test (using the model PCMT-2600 or PCMT-8000 unit) must be provided to the Facility Electrical Maintenance Shop for each conflict monitor tested (digital files must be downloaded to a laptop computer in the field subsequent to each monitor test procedure). In addition, a hard copy of the above test results shall also be provided.

Materials

The Contractor shall provide all materials, tools and equipment that are required to test conflict monitors, as described herein, including the specified conflict monitor tester.

Method of Measurement

Work performed under this Item shall be measured as the number of conflict monitors that are tested in accordance with the provisions of this Specification.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for conflict monitor test shall include all labor, materials and the specified test equipment that is required to complete the work and record the results in accordance with the requirements of this Specification. All costs for maintenance of traffic procedures that are required during the conflict monitor testing procedure shall be included in the unit price bid for this item. No additional payment shall be made for this work.

24. ITEM M3 CONDUIT EXCAVATION AND RESTORATION IN DIRT/ GRASS

25. ITEM M4 CONDUIT EXCAVATION AND RESTORATION IN CONCRETE PAV'T

26. ITEM M5 CONDUIT EXCAVATION AND RESTORATION IN ASPHALT PAV'T

27. ITEM M6 CONDUIT EXCAVATION AND RESTORATION IN CONCRETE SIDEWALK

28. ITEM M7 CONDUIT EXCAVATION AND RESTORATION IN ASPHALT SIDEWALK

Description (ITEM M3 –M7)

This Item shall include all work and all other things necessary and required to perform excavation work for the installation of underground conduit. The Contractor shall excavate the areas shown on the plans, backfill in accordance with PANYNJ Specifications and Details and completely restore the surface area to match the surrounding area. Cost for conduit will be paid under Items M10 to M15 on the Contractor's Pricing Sheets when specified.

Materials (ITEM M3 –M7)

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement (ITEM M3 –M7)

Work performed under this Item shall be measured as the number of linear feet of conduit excavation performed in accordance with PANYNJ Specifications and Details.

Basis of Payment (ITEM M3 –M7)

The unit price on the Contractor's Pricing Sheets for each linear foot shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

29. ITEM M8 TYPE SPF FOUNDATION

Description

This Item shall include all work and all other things necessary and required to furnish and install a reinforced concrete pole foundation for the installation of a traffic signal mast arm or span pole in accordance with all referenced PANYNJ Specifications and Details. The Contractor shall excavate, backfill and completely restore all areas affected by the foundation installation, in kind, and shall furnish and install all required foundation

reinforcement and anchor bolt materials as specified by the pole fabricator.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of concrete foundations that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for Type SPF foundation shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification, including, but not limited to, reinforced foundation installation, anchor bolts, mortar cap and the restoration of surrounding areas in kind.

30. ITEM M9 RESET PULLBOX TO GRADE LEVEL

Description

This Item shall include all work and all other things necessary and required to reset a pull box frame and cover to match the surrounding grade. The Contractor shall excavate around the perimeter of the pull box, raise the pull box to grade using brick and or mortar to match the desired grade and backfill in accordance with PANYNJ Specifications and Details. All areas adjacent to the reset pull box that are affected by the Contractor's operations shall be completely restored to match the surrounding area.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of pull boxes that are reset to grade level in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for resetting a pullbox to grade shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification, including the restoration of all areas affected by the Contractor's operations.

31. ITEM M10 CONDUIT - 1" RIGID GALVANIZED STEEL

32. ITEM M11 CONDUIT – 1 1/2" RIGID GALVANIZED STEEL

33. ITEM M12 CONDUIT – 2" RIGID GALVANIZED STEEL

34. ITEM M13 CONDUIT – 3" RIGID GALVANIZED STEEL

35. ITEM M14 CONDUIT – 3/4" FLEXIBLE LIQUID TIGHT

36. ITEM M15 CONDUIT - 1 1/2" FLEXIBLE LIQUID TIGHT

Description (ITEM M10 – M15)

This Item shall include all work and all other things necessary and required to furnish and install conduit as shown on the Contract Documents and in accordance with PANYNJ Specifications and Details. The work required to excavate and restore surface areas will be paid under a separate Item.

Materials (ITEM M10 – M15)

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement (ITEM M10 – M15)

Work performed under this Item shall be measured as the number of linear feet of conduit installation that is performed in accordance with PANYNJ Specifications and Details.

Basis of Payment (ITEM M10 – M15)

The unit price on the Contractor's Pricing Sheets for each linear foot shall include all labor, materials, connectors, fittings and equipment that is required to complete the work in accordance with the requirements of this Specification. Payment for conduit excavation and surface restoration will be made under Items M3 to M7 when specified.

37. ITEM M16 INDUCTANCE LOOP INSTALLATION

Description

This Item shall include all work and all other things necessary and required to furnish and install an inductance loop in accordance with drawings provided by the Manager. The Contractor shall saw cut the roadway, furnish and install conduit between the pavement edge and a loop pull box or splice box, furnish and install the inductance loop wire, seal the inductance loop and splice the loop wires to the loop lead-in cable in the loop pull box or splice box in accordance with PANYNJ Specifications and Details to make the inductance loop fully operational. Loop lead-in cable installation, where required, will be paid for under Item M20.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of linear feet of roadway saw cut that is performed in accordance with PANYNJ Specifications and Details and in accordance with the drawings provided by the Manager. No separate payment will be made for conduit installation.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each linear foot of roadway saw cut for the loop installation shall include all labor, materials, and equipment that is required to complete the work in accordance with the requirements of this Specification including: roadway saw cut, loop wire, loop sealant, furnish and install conduit between the edge of pavement and the loop pull box or splice box, restoration in kind and splicing of the loop wires to a shielded loop lead-in cable. The lead in cable will be paid for under Item M20 when specified.

38. ITEM M17 PEDESTRIAN SIGNAL PEDESTAL 8', WITH TRANSFORMER BASE

39. ITEM M18 VEHICULAR SIGNAL PEDESTAL 10', WITH TRANSFORMER BASE

40. ITEM M19 VEHICULAR SIGNAL PEDESTAL 12', WITH TRANSFORMER BASE

Description (ITEM M17 – M19)

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install signal pedestals with transformer bases on foundations that will be paid for under Item M8 when specified. The signal pedestals shall be in accordance with all applicable PANYNJ Specifications and Details.

Materials (ITEM M17 – M19)

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement (ITEM M17 – M19)

Work performed under this Item shall be measured as the number of signal pedestals with transformer bases that are installed in accordance with PANYNJ Specifications and Details.

Basis of Payment (ITEM M17 – M19)

The unit price on the Contractor's Pricing Sheets for signal pedestal shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

41. ITEM M20 SHIELDED LOOP LEAD-IN CABLE

42. ITEM M21 2 CONDUCTOR SIGNAL CABLE, # 14 AWG

43. ITEM M22 5 CONDUCTOR SIGNAL CABLE, # 14 AWG

44. ITEM M23 10 CONDUCTOR SIGNAL CABLE, # 14 AWG

45. ITEM M24 20 CONDUCTOR SIGNAL CABLE, # 14 AWG

46. ITEM M25 SHIELDED COMMUNICATION CABLE, 6 PAIRS, # 19 AWG

47. ITEM M26 SERVICE CABLE, 2 CONDUCTOR # 8 AWG

48. ITEM M27 GROUND CONDUCTOR (BARE) # 6 AWG

Description (ITEM M20 – M27)

This Item shall include all labor, material, and all other things necessary and required to furnish, install and terminate the cables specified in control cabinets, junction boxes and at individual signal control devices to provide functional signal control elements. The Contractor shall install the specified cable and all ancillary connectors and fittings in accordance with PANYNJ Specifications and Details.

Materials (ITEM M20 – M27)

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement (ITEM M20 – M27)

Work performed under this Item shall be measured as the number of linear feet of cable that is furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment (ITEM M20 – M27)

The unit price on the Contractor's Pricing Sheets for each linear foot shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification and shall include all fittings, connectors, terminal wiring splice enclosures and appurtenances that are required to provide a complete and functional cable installation.

49. ITEM M28 LOOP AMPLIFIER ASSEMBLY, SINGLE CHANNEL

50. ITEM M29 LOOP AMPLIFIER ASSEMBLY, DUAL CHANNEL

51. ITEM M30 LOOP AMPLIFIER ASSEMBLY, FOUR CHANNEL

Description (ITEM M28 – M30)

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish, install and tune fully functional loop amplifier assemblies. The loop amplifier assembly shall be in accordance with all applicable PANYNJ Specifications and Details.

Materials (ITEM M28 – M30)

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement (ITEM M28 – M30)

Work performed under this Item shall be measured as the number of loop amplifier assemblies that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment (ITEM M28 – M30)

The unit price on the Contractor's Pricing Sheets for loop amplifier assembly shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

52. ITEM M31 STEPDOWN TRANSFORMER, 5 KVA

Description

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install 5 KVA step-down transformers in existing signal control cabinets as shown on the drawings provided by the Manager and in accordance with all applicable PANYNJ Specifications and Details. The Contractor shall furnish and install the transformer, including disconnect switches and all required connections to provide a fully functional AC power source for signal control cabinets.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of step-down

transformers with disconnect switches that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for step down transformer shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

53. ITEM M32 TRAFFIC SIGNAL SECTION, 12" W/ LED MODULE

54. ITEM M33 TRAFFIC SIGNAL SECTION, 12" W/ LED DUAL INDICATION ARROW

55. ITEM M34 TRAFFIC SIGNAL SECTION, 8" W/ LED MODULE

Description (ITEM M32 – M34)

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install complete traffic signal sections with LED modules and all ancillary hardware and fittings to configure the sections (LED colors as specified) into signal heads as indicated on the drawings provided by the Manager. The Contractor shall install traffic signal sections with the specified LED module in accordance with all applicable PANYNJ Specifications and Details.

Materials (ITEM M32 – M34)

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement (ITEM M32 – M34)

Work performed under this Item shall be measured as the number of traffic signal sections that are furnished, installed and configured in accordance with PANYNJ Specifications and Details. Payment for signal brackets will be made under Items M38 to M41 or M44 to M45 when specified.

Basis of Payment (ITEM M32 – M34)

The unit price on the Contractor's Pricing Sheets for signal section shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

56. ITEM M35 12"VEHICULAR SIGNAL LED MODULE

57. ITEM M36 12" LED DUAL INDICATION ARROW MODULE

58. ITEM M37 8" VEHICULAR SIGNAL LED MODULE

Description (ITEM M35 – M37)

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install LED vehicular signal modules. The Contractor shall install LED display modules in existing traffic signal sections (LED colors as specified) as direct replacements for LED modules or for upgrading incandescent displays. Upgrading incandescent displays will require the removal of all incandescent display components from the signal section prior to installing replacement LED modules. All work shall be performed in accordance with PANYNJ Specifications and Details.

Materials (ITEM M35 – M37)

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement (ITEM M35 – M37)

Work performed under this Item shall be measured as the number of vehicular signal LED modules that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment (ITEM M35 – M37)

The unit price on the Contractor's Pricing Sheets for LED module shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

59. ITEM M38 TRAFFIC SIGNAL BRACKET, 1-WAY, VARIOUS TYPES

60. ITEM M39 TRAFFIC SIGNAL BRACKET, 2-WAY, VARIOUS TYPES

61. ITEM M40 TRAFFIC SIGNAL BRACKET, 3-WAY, VARIOUS TYPES

62. ITEM M41 TRAFFIC SIGNAL BRACKET, 4-WAY, VARIOUS TYPES

Description (ITEM M38 – M41)

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install varying types of signal brackets and mounting hardware to support traffic signals. The Contractor shall install signal brackets and adapters for mounting signal heads on mast arms and on span wire applications in accordance with PANYNJ Specifications and Details.

Materials (ITEM M38 – M41)

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement (ITEM M38 – M41)

Work performed under this Item shall be measured as the number of traffic signal brackets with all required bracket mounting hardware and fittings that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment (ITEM M38 – M41)

The unit price on the Contractor's Pricing Sheets for signal bracket shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

63. ITEM M42 PEDESTRIAN SIGNAL HEAD W/ LED MODULE AND COUNTDOWN TIMER

Description

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install LED pedestrian signal heads with countdown timers in 16" housings. The Contractor shall install the specified LED pedestrian signal heads and modules and all ancillary fittings and hardware in accordance with PANYNJ Specifications and Details.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of LED pedestrian signal heads that are furnished and installed in accordance with PANYNJ Specifications and Details. Payment for signal brackets will be made under Items M44 to M45 when specified.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for LED pedestrian signal head shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

64. ITEM M43 PEDESTRIAN SIGNAL LED MODULE AND COUNTDOWN TIMER

Description

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install LED pedestrian signal modules with countdown timers in existing 16" pedestrian signal housings. The Contractor shall remove existing pedestrian signal modules and shall install the specified LED modules in accordance with PANYNJ Specifications and Details.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of LED pedestrian signal modules that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for LED pedestrian signal module shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

65. ITEM M44 SIGNAL BRACKET, POLE MOUNT

66. ITEM M45 SIGNAL BRACKET, POST TOP MOUNT

Description (ITEM M44 – M45)

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install pole mount or post top mount signal brackets. The Contractor shall install the specified signal brackets to support one or two signal heads, as indicated on the plans, including all mounting and ancillary hardware in accordance with PANYNJ Specifications and Details.

Materials (ITEM M44 – M45)

All materials shall be in accordance with the applicable PANYNJ Specifications. Pushbuttons shall be Bulldog Model BDLL2 (Latching LED Model) as manufactured by Polara Engineering, Inc. or Port Authority approved equal.

Method of Measurement (ITEM M44 – M45)

Work performed under this Item shall be measured as the number of signal brackets that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment (ITEM M44 – M45)

The unit price on the Contractor's Pricing Sheets for signal bracket shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

67. ITEM M46 LATCHING PEDESTRIAN PUSHBUTTON AND SIGN ASSEMBLY

Description

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install latching pedestrian pushbutton and sign assemblies. The Contractor shall install vandal resistant pedestrian pushbutton and frame assemblies, mounting hardware, and pushbutton signs on signal poles in accordance with PANYNJ Specifications and Details.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications. Pushbuttons shall be Bulldog Model BDLL2 (Latching LED Model) as manufactured by Polara Engineering, Inc. Pushbuttons from alternate vendors that provide the identical functionality as the specified model will be considered by the Port Authority when submitted by the Contractor.

Method of Measurement

Work performed under this Item shall be measured as the number of complete latching pedestrian pushbutton sign assemblies that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for latching pedestrian pushbutton and sign assembly shall include all labor, materials and equipment that are required to complete the work in accordance with the requirements of this specification.

68. ITEM M47 GROUND ROD ASSEMBLY

Description

This Item shall include all labor, materials and equipment necessary and required to furnish and install ground rod assemblies as directed by the Authority and as shown on the drawings provided by the Manager. The Contractor shall install the ground rod, #6 AWG ground wire and all ancillary fittings and hardware in accordance with PANYNJ Specifications and Details. The maximum length of ground wire installation shall be twenty five feet per ground rod installation. Additional ground wire, when required, will be paid under Item M27.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of ground rod assemblies that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for ground rod assembly shall include all labor, materials and equipment that is required to install ground rods, ground wire and all ancillary fittings in accordance with the requirements of this Specification.

69. ITEM M48 TRAFFIC SIGNAL VISOR (8" OR 12")

Description

This Item shall include all labor, materials and equipment necessary and required to furnish and install traffic signal visors of various sizes and shapes (cap, tunnel or angled). The Contractor shall install the traffic signal visors on existing traffic signal sections to replace damaged or missing units in accordance with PANYNJ Specifications and Details. Drilling and tapping of existing attachment hardware may be required to install replacement visors.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of 8" or 12" traffic signal visors that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for traffic signal visor shall include all labor, materials and equipment that is required to install traffic signal visors (cap or tunnel) in accordance with the requirements of this Specification.

70. ITEM M49 SAFETY CHAINS ON MAST ARMS

Description

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install safety chains to secure traffic signal heads to overhead mounting supports. Removal of existing safety chain components may be required. The

Contractor shall install safety chains as directed in accordance with PANYNJ Specifications and Details.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of mast arms where safety chains are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each mast arm shall include all labor, materials and equipment that is required to install traffic signal safety chains for all signal heads attached to a single mast arm in accordance with the requirements of this Specification.

71. ITEM M50 GEOMETRICALLY PROGRAMMABLE LOUVERS

Description

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install geometrically programmable louvers. Removal of existing louvers may be required. The Contractor shall install programmable louvers as directed in accordance with PANYNJ Specifications and Details.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications. The geometrically programmable louver with visor shall be as manufactured by Pelco Products Part Number GL-1010 or an approved equal.

Method of Measurement

Work performed under this Item shall be measured as the number of geometrically programmable louvers that are furnished and installed in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for geometrically programmable louvers shall include all labor, materials and equipment that is required to install geometrically programmable louvers for one traffic signal section in accordance with the requirements of this Specification.

72. ITEM M51 VIDEO DETECTION CAMERA AND CABLES

Description

This Item shall include all labor, materials, equipment and all other things necessary and required to furnish and install video detection equipment for a single intersection approach, including a video detection camera, mounting brackets and all required video and control and power cables necessary to install a fully functional video detection camera (video processors will not be required under this item). The Contractor shall install and configure the video detection camera equipment as directed and in accordance with applicable PANYNJ Specifications and Details.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications. The video detection system equipment shall be Vantage Edge 2 series equipment as manufactured by Iteris as follows:

Vantage RZ4 color camera

All necessary brackets, hardware, cables and miscellaneous components required shall be furnished in strict accordance with the manufacturer's recommendations.

Method of Measurement

Work performed under this Item shall be measured as the number of complete video detection cameras and cabling that are furnished and installed as described herein.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for video detection camera and cables shall include all labor, materials and equipment that is required to install, configure and test a video detection system, for a single intersection approach, in accordance with the requirements of this Specification.

73. ITEM M52 TRAFFIC SIGNAL BACKPLATES

Description

This Item shall include all labor, materials and equipment required to furnish and install traffic signal back plates. The Contractor shall install the traffic signal backplates on 8", 12" or hybrid signal heads for the configurations indicated on the drawings provided by the Manager and in accordance with PANYNJ Specifications and Details.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of traffic signal backplates that are furnished and installed on a per signal face basis in accordance with PANYNJ Specifications and Details.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for traffic signal backplate shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.

74. ITEM H1A IMSA CERTIFIED SIGNAL TECHNICIAN LEVEL I – MONDAY THRU FRIDAY 8 AM TO 4 PM

Description

This Item shall require the Contractor to provide the services of an IMSA Certified Signal Technician Level I Monday thru Friday, 8 am to 4 pm, when authorized by the Manager.

Materials

Each signal technician shall be equipped with all routine tools of the trade and basic electrical repair components, including but not limited to: splicing materials, hook up wire, hardware and fuses.

Method of Measurement

Work performed under this Item shall be measured as the authorized number of man hours that are provided in accordance with the requirements of this Specification.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each man hour shall include all costs to provide the services of an IMSA Certified Signal Technician Level I Monday to Friday between 8 am and 4 pm.

75. ITEM H1B IMSA CERTIFIED SIGNAL TECHNICIAN LEVEL I – ALL OTHER HOURS

Description

This Item shall require the Contractor to provide the services of an IMSA Certified Signal Technician Level I during all other hours (not listed in Item H1A) when authorized by the Manager.

Materials

Each signal technician shall be equipped with all routine tools of the trade and basic electrical repair components including but not limited to: splicing materials, hook up wire, hardware and fuses.

Method of Measurement

Work performed under this Item shall be measured as the authorized number of man hours that are provided in accordance with the requirements of this Specification.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each man hour shall include all costs to provide the services of an IMSA Certified Signal Technician Level I during all other hours (not listed in Item H1A).

76. ITEM H2A IMSA CERTIFIED SIGNAL TECHNICIAN LEVEL II – MONDAY THRU FRIDAY 8 AM TO 4 PM

Description

This Item shall require the Contractor to provide the services of an IMSA Certified Signal Technician Level II Monday thru Friday, 8 am to 4 pm, when authorized by the Manager.

Materials

Each signal technician shall be equipped with all routine tools of the trade and basic electrical repair components, including but not limited to: splicing materials, hook up wire, hardware and fuses.

Method of Measurement

Work performed under this Item shall be measured as the authorized number of man hours that are provided in accordance with the requirements of this Specification.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each man hour shall include all costs to provide the services of an IMSA Certified Signal Technician Level II Monday to Friday between 8 am and 4 pm.

77. ITEM H2B IMSA CERTIFIED SIGNAL TECHNICIAN LEVEL II – ALL OTHER HOURS

Description

This Item shall require the Contractor to provide the services of an IMSA Certified Signal Technician Level II during all other hours (not listed in Item H2A) when authorized by the

Manager.

Materials

Each signal technician shall be equipped with all routine tools of the trade and basic electrical repair components, including but not limited to: splicing materials, hook up wire, hardware and fuses.

Method of Measurement

Work performed under this Item shall be measured as the authorized number of man hours that are provided in accordance with the requirements of this Specification.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each man hour shall include all costs to provide the services of an IMSA Certified Signal Technician Level II during all other hours (not listed in Item H2A).

78. ITEM H3 BUCKET TRUCK

Description

This Item shall include providing the use of a bucket truck for use by a Contractor signal technician.

Materials

The bucket truck furnished shall be capable of providing a safe environment for a signal technician to access and troubleshoot overhead traffic signal cables and display equipment.

Method of Measurement

Work performed under this Item will be measured as the number of authorized hours that the bucket truck is utilized in accordance with the requirements of this specification and actual hours will be rounded up to the closest half hour increment. A maximum total of one hour of travel time may be included in the hourly usage calculation. When the bucket truck is utilized for a shift of eight or more hours, there will be no travel time allowance.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each hour shall include all costs required to provide a bucket truck for use by a Contractor signal technician, including but not limited to: registration, insurance, maintenance, repairs and fuel.

79. ITEM MOT1 INTERSECTION LANE CLOSURES PER APPROACH

Description

This Item shall include all work required to establish, maintain and remove lane closures on a single approach in accordance with the provisions of Port Authority "O & M Standard 20" and as ordered by the Manager. Multiple or sequential lane closures on the same approach may be required to support construction operations.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of approaches where lane closures are installed, maintained and removed in accordance with PANYNJ Specifications and Details. Approaches that require multiple or sequential lane closures will be measured as one approach.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each approach shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification. Payment for back-up vehicles with impact attenuators, when required, will be paid for under Item MOT3.

80. ITEM MOT2 INTERSECTION LANE CLOSURES (PER CALENDAR DAY)

Description

This Item shall include all work required to establish, maintain and remove lane closures during a single calendar day (one eight hour work period) in accordance with the provisions of Port Authority "O & M Standard 20" and as ordered by the Manager. Multiple or sequential lane closures may be required to support construction operations at single or multiple intersections during the calendar day.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of calendar days (eight hour work periods) during which lane closures are installed, maintained and removed in accordance with PANYNJ Specifications and Details. Lane closure services provided at multiple intersections in a single day will not result in additional payment.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each calendar day shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification. Payment for back-up vehicles with impact attenuators, when required, will be paid for under Item MOT3.

81. ITEM MOT3 BACKUP VEHICLE WITH IMPACT ATTENUATOR

Description

This Item shall include all work required to furnish, maintain and remove back-up vehicles with impact attenuators in accordance with the provisions of Port Authority "O & M Standard 20" and as ordered by the Manager.

Materials

All materials shall be in accordance with the applicable PANYNJ Specifications.

Method of Measurement

Work performed under this Item shall be measured as the number of back-up vehicles (with impact attenuators) that are installed, maintained and removed in accordance with PANYNJ Specifications and Details for up to a single calendar day. Use of back-up vehicles with impact attenuators to support multiple lane closures at multiple intersections in a single day will not result in additional payment.

Basis of Payment

The unit price on the Contractor's Pricing Sheets for each back-up vehicle with impact attenuator shall include all labor, materials and equipment that is required to complete the work in accordance with the requirements of this Specification.



STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

- * Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - ESSEX

FOREMAN REQUIREMENTS:

- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 11 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

The regular workday is 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (8:30 AM-4:30 PM)
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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 Assistant Director, Commodities and Services Division, Procurement Department..

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 - shall mean the Director of the Department which operates the facility of the Port Authority 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.

Manager - shall mean the Manager of the Facility for the time being, or his successor in duties for the purpose of this Contract, or his duly authorized representative for the purpose of this Contract.

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

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 The Port Authority

- 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 the Port Authority 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 the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority 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 the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of 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 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 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, its 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 the Port Authority 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 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 the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. Personal Non-Liability

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

5. Non-Discrimination Requirements

The Contractor shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Contract.

- A. Contractor hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and/or vendors under this Contract. Contractor shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.
- B. Contractor agrees that these “Non-Discrimination Requirements” are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Contractor or any of its subcontractors or vendors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Contract in accordance with Section 14 of these Standard Terms and Conditions entitled “Default, Revocation, or Suspension of Contract.”
- C. Contractor agrees to cooperate fully with the Authority’s investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these “Non-Discrimination Requirements.”

6. Rights and Remedies of the Port Authority

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

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 the Port Authority, 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 the Port Authority 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 the Port Authority 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 the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority 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 Port Authority 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 the Port Authority (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, the Port Authority 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 the Port Authority 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 the Port Authority 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 the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority 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 the Port Authority 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 the Port Authority 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 the Port Authority 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 the Port Authority 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 the Port Authority 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 the Port Authority and the Contractor (including its obligation to 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 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 the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between 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 the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then

the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority 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 the Port Authority 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 the Port Authority 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 the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority 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, the Port Authority 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 the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority 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 the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority 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 the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority 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 the Port Authority 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, the Port Authority'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 the Port Authority 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 the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

The Port Authority 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 the Port Authority 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 the Port Authority 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 the Port Authority 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 the Port Authority 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 the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority 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 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 the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority 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 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 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 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 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 the Port Authority 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 the

Port Authority 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 the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority 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 the Port Authority 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 the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- 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 the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its 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 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, the Port Authority, third persons (including Contractor's employees, employees, officers, and agents of 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, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority 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 the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, 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 the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority 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 or the Port Authority, 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 or the Port Authority.

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

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority 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 the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority 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 Manager.

- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority 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 the Port Authority 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 the Port Authority.

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

27. Modification of Contract

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

In addition, the Contractor shall promptly and fully inform the Director 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 the Port Authority, and the Port Authority 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 the Authority, the Contractor shall make available to the designated Authority 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 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 Manager. The Contractor shall conform to the procedures as may be established by the 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 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 Manager during the term of the Contract.

33. Notification of Security Requirements

The Authority 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, the Authority 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 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 reserves 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.

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

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

withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

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 | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| 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 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 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 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 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 Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The 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.

The Port Authority 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 the Port Authority 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 Manager, the Port Authority 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 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 the Port Authority 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 Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

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

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

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

(b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. M/WBE Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as herein defined, in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, 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>" 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.

Attachment A

New Jersey Marine Terminal Traffic Signal List

Intersection Number	Cabinet Number	Intersection Name
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Port Newark	PN-NS-501		Port Street & Doremus Avenue
	PN-SS-507		Corbin Street and Kellogg Street
	PN-SS-508		Corbin Street and Marsh Street
	PN-SS-509		Corbin Street and Tyler Street

Port Elizabeth PAMT	PE-AA-601		Corbin Street and North Fleet Street
	PE-AA-602		Corbin Street and Maher Terminal
	PE-AA-603		Corbin Street, Corbin Street Extension and Lyle King Street
	PE-AA-609		McLester Street, Tripoli Street and South Bay Avenue
	PE-AA-611		McLester Street and APM Driveway
	PE-AA-616		McLester Street and Polaris Street
	PE-AA-617		North Avenue and Prologis Avenue
	PE-AA-618		North Avenue and NEMF Driveway
	PE-AA-622		North Avenue and Earhart Drive

Attachment B
Traffic Signal Certification Preventive Maintenance Checklist (12/2014)

Facility: _____ Date: _____
 Int. No: _____ Start Time: _____
 Location: _____ Finish Time: _____
 Contractor: _____ Signal Technician: _____

OK	TASK	DEFICIENCY NOTED	DEFICIENCY CORRECTED
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Cabinet

	Replace cabinet air filter		
	Check operation of fan and thermostat		
	Vacuum control cabinet to remove all dust and debris		
	Check operation of cabinet light and switch; replace if necessary		
	Check bonding and resistance to ground rod, clean and re-tighten as required		
	Measure and record incoming AC service voltage at input side of mercury / solid state relay: (V = _____)		
	Check and tighten all terminal connections		
	Check all Police functions: Flash Switch and Manual Control		
	Test & reset ground fault receptacles, circuit breakers and all equipment fuses, replace as required		
	Check radio interference filter and surge arrester, replace as required		
	Lubricate hinges and locks		
	Tighten anchor bolts as required		
	Replace duct seal as required for all conduit entrances		
	Check for water accumulation in the cabinet, seal as required		
	Check the perimeter of foundation mounted cabinets. Seal around cabinet base with silicone sealant as required		
	Verify that all spare conductors are landed on spare terminal blocks or taped off		
	Test and reset GFCI receptacle on power distribution panel; replace as required		
	Check door gaskets and realign or replace as required		

Vehicle and Pedestrian Signal Heads

	Check safety chains to make sure they are securely fastened		
	Check signal and mast arm sign mounting hardware re-tighten as required		
	Check for cracked and/or damaged mounting brackets		
	Check for cracked and/or missing screws on signal housing, visors and back plates. Replace / re-tighten as required.		
	Check bushings on cable outlet and universal hangers; replace as required		
	Check terminal block connections and re-tighten as required		
	Check signal cable knicks or damage inside signal head and weatherhead		

Attachment B
Traffic Signal Certification Preventive Maintenance Checklist (12/2014)

Facility: _____ Date: _____
 Int. No: _____ Start Time: _____
 Location: _____ Finish Time: _____
 Contractor: _____ Signal Technician: _____

OK	TASK	DEFICIENCY NOTED	DEFICIENCY CORRECTED
	Check serrated rings in signal heads for damage and re-tighten as required. Missing serrated rings shall be reported to PA		
	Clean back plates and check for cracks or damage		
	Check and clean lenses, visors and signs		
	Check gaskets for water infiltration and deterioration		
	Check signal head doors, wing nuts, hinges, visors & louvers (if installed).		
	Inspect traffic signal housing for cracks or damages		
	Check Vehicular and Pedestrian heads LED module failures. Notify PANYNJ		
	Re-lamp all incandescent signals and clean reflectors (Excludes LED. & Optically programmed). Notify PA of all existing incandescent lamp locations		
	Re-lamp sealed beams for programmed signal heads		
	Measure and record vertical clearance for span wire mounted signals (roadway to bottom of signal).		
	Check alignment of vehicle & pedestrian heads for the approach they serve, reorient as required		
	Check for branches & foliage obstructing signal indications-Report to the Port Authority		

Pushbuttons

	Check pushbutton and sign condition. Re-tighten / replace hardware as required		
	Test pushbuttons for proper operation		
	Check for damage to paint. Touch up as required		

Poles, Mast Arms & Span Wires

	Check poles, transformer bases and arms for wear and/or damage		
	Adjust alignment & tighten mast arms to conform with approved drawing located in the cabinet		
	Check and tighten bolts between transformer base and foundation and shoe base		
	Check wire at outlets for chafing, ensure drip loop is properly installed; report issues to PANYNJ for action		
	Check paint condition and/or corrosion and notify PANYNJ		
	Check for missing pole caps and mast arm end caps; replace as required		
	Replace missing pole base access door		
	Re-tighten / replace bolt cover hardware		
	Check that each pole is electrically bonded. Install / replace bonding as required.		

Attachment B
Traffic Signal Certification Preventive Maintenance Checklist (12/2014)

Facility: _____ Date: _____
 Int. No: _____ Start Time: _____
 Location: _____ Finish Time: _____
 Contractor: _____ Signal Technician: _____

OK	TASK	DEFICIENCY NOTED	DEFICIENCY CORRECTED
	Visually inspect pole condition. Check for cracks and / or checks (wood poles)		
	Clear drain holes in pole bases if present		
	Visually check all splices in pole bases and on span wire. Re-splice as required.		
	Check condition of varmint screen at base of pole if present. Repair / replace as required.		
	Visually check the condition of traffic signal cable for dry rot, nicks, cuts, deterioration.		
	Check signal cable on span wire for knicks / damage and ensure that cables are properly secured to span		
	Check foundations for damage or deterioration		
	Check condition of strain vises, if applicable		
	Visually inspect each upper and lower tether span wire for damage or deterioration		
	Visually inspect each upper and lower tether span wire for excess sag; report issues to PANYNJ for action		
	Inspect all connecting span wire hardware; report issues to PANYNJ for action		
	Inspect guy anchors for proper attachment and/or damage		

Detection

	Perform visual inspection of all loop detectors and roadway area		
	Check operation of loop amplifiers & tune as required ¹		
	Check all loop detectors to verify that vehicles are being detected. Test loops as required ¹		
	Check amplifier connectors for tightness		
	Check microwave detectors to verify that vehicles are detected in all zones, tune as required		
	Clean and inspect video detection camera housings and lenses		
	Check video detectors to verify that vehicles are detected in all target zones, tune as required		
	Check camera mounting hardware to verify that it is secure		

Attachment B
Traffic Signal Certification Preventive Maintenance Checklist (12/2014)

Facility: _____ Date: _____
 Int. No: _____ Start Time: _____
 Location: _____ Finish Time: _____
 Contractor: _____ Signal Technician: _____

OK	TASK	DEFICIENCY NOTED	DEFICIENCY CORRECTED
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Controller and Cabinet Equipment

	Note and record make, model, firm ware version, and serial number for controllers, conflict monitors and other major components		
	Check and verify signal timing with the timing plan located in the cabinet and time, day & daylight savings settings		
	Check conflict monitor by actual conflicts with recording conflict monitor tester ²		
	Check and verify communications to master controller and ID number of controller		
	Verify the time settings in the local to match the master		
	Verify vehicle and pedestrian calls are received by controller		
	Check and verify that central to local controller communications is operational. Report communications failures to PA.		
	Check controller to verify it operates in the mode selected by the supervisory master		
	Disconnect from the master supervisory system and check for "free" or backup operation		
	Check load switches, flasher and relays for proper fit into socket		
	Wipe dust off controller, detectors, and auxiliary equipment		
	Check indicator lamps on controller, loop amplifiers and other electronics in cabinet		
	Check for electrical wiring plan, Traffic Signal sequencing plan and timing chart, Notify PANYNJ if missing		
	Check and verify operation of UPS equipment. Restore operation as required		
	Verify UPS automatic transfer switch operation		
	Verify UPS incoming line voltage		
	Verify UPS DC output to batteries		
	Verify UPS AC output on inverter		
	Check UPS electrical connections		
	Test UPS system via simulated power outage at cabinet		

Miscellaneous Tasks

	Check splice boxes and pull boxes for proper grade		
	Check splice box & pull box ground rod, clean and tighten conduit clamp as required		
	Remove foreign material from junction boxes, pull boxes, & hand holes		
	Check the integrity of splices. Replace with waterproof splice kits as required.		

Attachment C - Traffic Signal Modification Unit Cost Items

November 2014

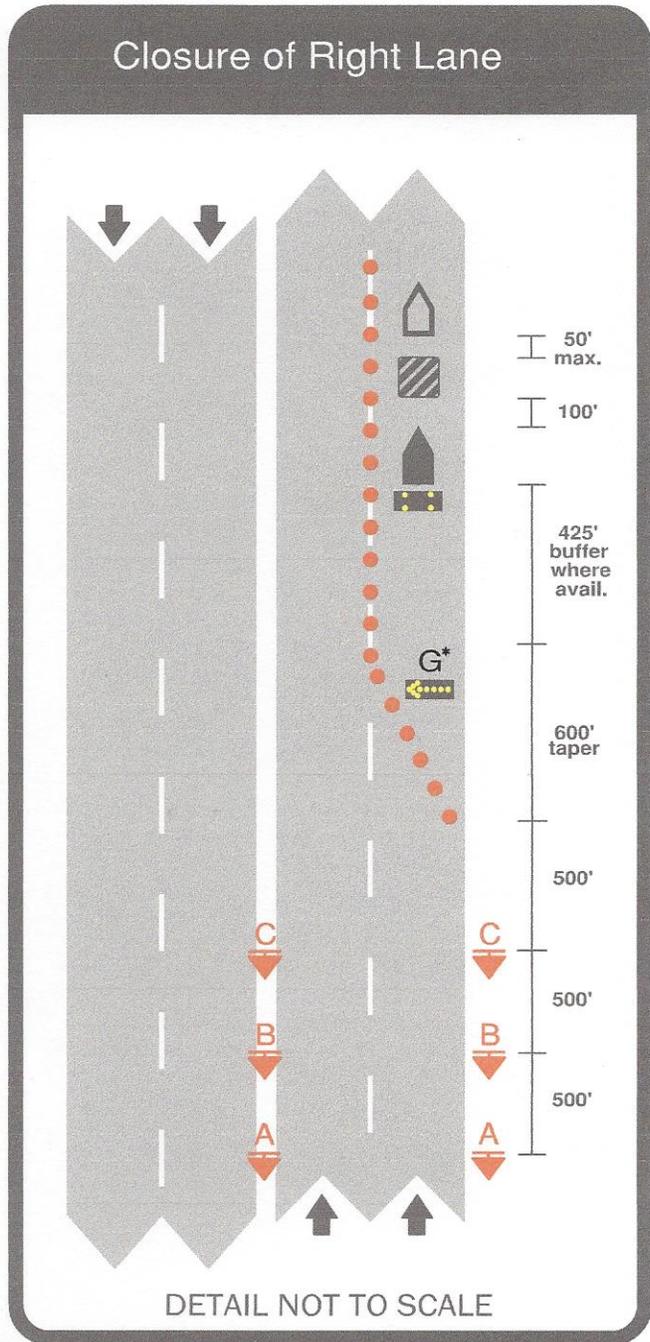
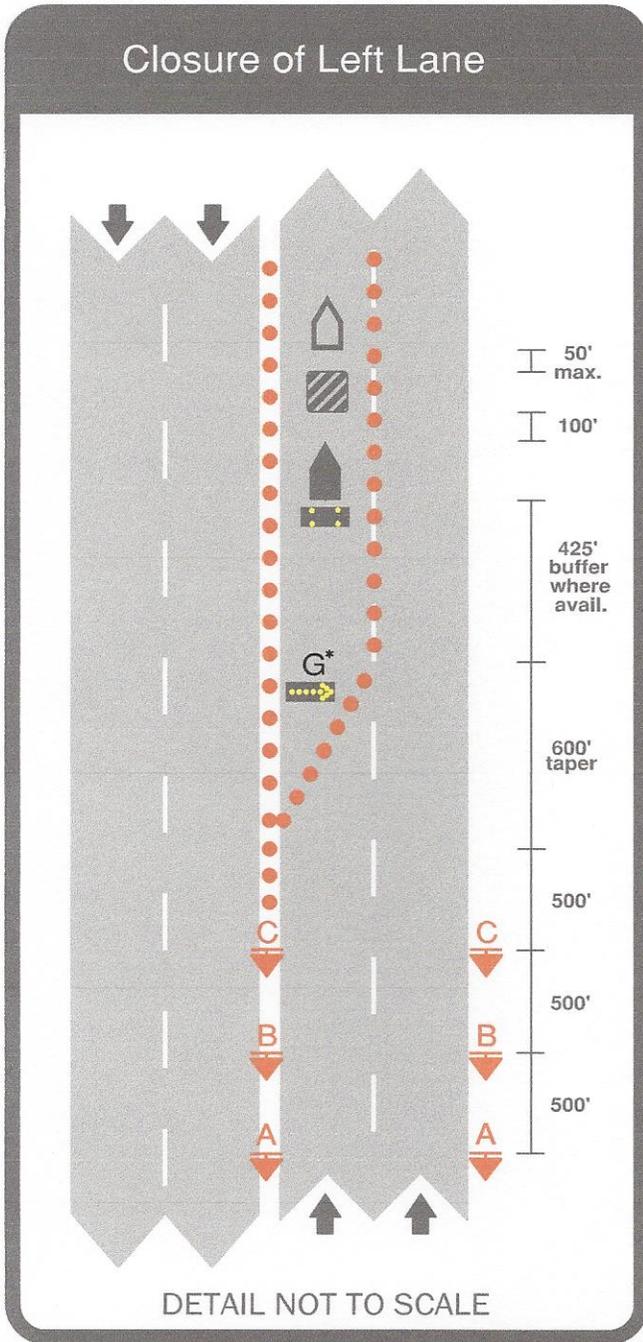
Work performed under the below noted pay Items shall include all labor, materials and equipment required to complete the work specified in accordance with the referenced PANYNJ Specifications and Details.

ITEM NUMBER	FURNISH AND INSTALL ITEM DESCRIPTION	UNIT	PANYNJ SPECIFICATION	*PANYNJ DETAIL
M1	LOOP DETECTOR TEST	EA	NA	NA
M2	CONFLICT MONITOR TEST	EA	NA	NA
M3	CONDUIT EXCAVATION AND RESTORATION IN DIRT/ GRASS	LF	02221, 16115	TD 20.06
M4	CONDUIT EXCAVATION AND RESTORATION IN CONCRETE PAV'T	LF	02221, 03302, 16115	TD 20.06
M5	CONDUIT EXCAVATION AND RESTORATION IN ASPHALT PAV'T	LF	02221, 02231, 03302, 16115	TD 20.06
M6	CONDUIT EXCAVATION AND RESTORATION IN CONCRETE SIDEWALK	LF	02221, 03302, 16115	TD 20.06
M7	CONDUIT EXCAVATION AND RESTORATION IN ASPHALT SIDEWALK	LF	02221, 02553, 03302, 16115	TD 20.06
M8	TYPE SPF FOUNDATION	EA	02221	TD 20.07
M9	RESET PULLBOX TO GRADE LEVEL	EA	03302	NA
M10	CONDUIT - 1" RIGID GALVANIZED STEEL	LF	16000,16115,16135,16450,16452	NA
M11	CONDUIT - 1 1/2" RIGID GALVANIZED STEEL	LF	16000,16115,16135,16450,16452	NA
M12	CONDUIT - 2" RIGID GALVANIZED STEEL	LF	16000,16115,16135,16450,16452	NA
M13	CONDUIT - 3" RIGID GALVANIZED STEEL	LF	16000,16115,16135,16450,16452	NA
M14	CONDUIT - 3/4" FLEXIBLE LIQUID TIGHT	LF	16000,16115,16135,16450,16452	NA
M15	CONDUIT - 1 1/2" FLEXIBLE LIQUID TIGHT	LF	16000,16115,16135,16450,16452	NA
M16	INDUCTANCE LOOP INSTALLATION	LF	16680	TD 20.26
M17	PEDESTRIAN SIGNAL PEDESTAL 8', WITH TRANSFORMER BASE	EA	16572	TD 20.16
M18	PEDESTRIAN SIGNAL PEDESTAL 10', WITH TRANSFORMER BASE	EA	16572	TD 20.16
M19	VEHICULAR SIGNAL PEDESTAL 12', WITH TRANSFORMER BASE	EA	16572	TD 20.16
M20	SHIELDED LOOP LEAD-IN CABLE	LF	16000, 16120, 16140, 16680	TD 20.26, 27
M21	2 CONDUCTOR SIGNAL CABLE, # 14 AWG	LF	16000, 16120, 16140, 16125	TD 20.27
M22	5 CONDUCTOR SIGNAL CABLE, # 14 AWG	LF	16000, 16120, 16140, 16125	TD 20.27
M23	10 CONDUCTOR SIGNAL CABLE, # 14 AWG	LF	16000, 16120, 16140, 16125	TD 20.27
M24	20 CONDUCTOR SIGNAL CABLE, # 14 AWG	LF	16000, 16120, 16140, 16125	TD 20.27
M25	SHIELDED COMMUNICATION CABLE, 6 PAIRS, # 19 AWG	LF	16000, 16120, 16140, 16125	TD 20.27
M26	SERVICE CABLE, 2 CONDUCTOR # 8 AWG	LF	16000, 16120, 16140, 16125	TD 20.27
M27	GROUND CONDUCTOR (BARE) # 6 AWG	LF	16000, 16120, 16140, 16125	NA
M28	LOOP AMPLIFIER ASSEMBLY, SINGLE CHANNEL	EA	16680	NA
M29	LOOP AMPLIFIER ASSEMBLY, DUAL CHANNEL	EA	16680	NA
M30	LOOP AMPLIFIER ASSEMBLY, FOUR CHANNEL	EA	16680	NA
M31	STEPDOWN TRANSFORMER, 5 KVA	EA	16320	NA
M32	TRAFFIC SIG. SECTION, 12" W/ LED MODULE	EA	16571	TD 20.22
M33	TRAFFIC SIG. SECTION, 12" W/ LED DUAL INDICATION ARROW	EA	16571	TD 20.22
M34	TRAFFIC SIG. SECTION, 8" W/ LED MODULE	EA	16571	TD 20.22
M35	12" VEHICULAR SIGNAL LED MODULE	EA	16571	NA
M36	12" LED DUAL INDICATION ARROW MODULE	EA	16571	NA
M37	8" VEHICULAR SIGNAL LED MODULE	EA	16571	NA
M38	TRAFFIC SIGNAL BRACKET, 1-WAY, VARIOUS TYPES	EA	16571	TD 20.18, .19, .20, .21, .30
M39	TRAFFIC SIGNAL BRACKET, 2-WAY, VARIOUS TYPES	EA	16571	TD 20.18, .19, .20, .21, .30
M40	TRAFFIC SIGNAL BRACKET, 3-WAY, VARIOUS TYPES	EA	16571	TD 20.18, .19, .20, .21, .30

ITEM NUMBER	FURNISH AND INSTALL ITEM DESCRIPTION	UNIT	PANYNJ SPECIFICATION	*PANYNJ DETAIL
M41	TRAFFIC SIGNAL BRACKET, 4-WAY, VARIOUS TYPES	EA	16571	TD 20.18, .19, .20, .21, .30
M42	PEDESTRIAN SIGNAL HEAD W/ LED MODULE AND COUNTDOWN TIMER	EA	16573	TD 20.22
M43	PEDESTRIAN SIGNAL LED MODULE AND COUNTDOWN TIMER	EA	16573	TD 20.22
M44	SIGNAL BRACKET, POLE MOUNT	EA	16571,16572	TD 20.18
M45	SIGNAL BRACKET, POST TOP MOUNT	EA	16571,16572	TD 20.18
M46	LATCHING PEDESTRIAN PUSHBUTTON AND SIGN ASSEMBLY	EA	16573	TD 20.16
M47	GROUND ROD ASSEMBLY	EA	16450	NA
M48	TRAFFIC SIGNAL VISOR (8" OR 12")	EA	16571	TD 20.22
M49	SAFETY CHAINS ON MAST ARMS	EA	16571	TD 20.20
M50	GEOMETRICALLY PROGRAMMABLE LOUVERS	EA	NA	NA
M51	VIDEO DETECTION CAMERA, CABLES	EA	16715	TD 20.34
M52	TRAFFIC SIGNAL BACKPLATES	EA	16571	TD 20.22
MOT1	INTERSECTION LANE CLOSURE (PER APPROACH)	EA	NA	O & M STD. 20
MOT2	INTERSECTION LANE CLOSURE (PER CALENDAR DAY)	DAY	NA	O & M STD. 20
MOT3	BACKUP VEHICLE WITH IMPACT ATTENUATOR	DAY	NA	O & M STD. 20

*<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/traffic.pdf>

Short Term Stationary Typical Roadway Work Area Protection



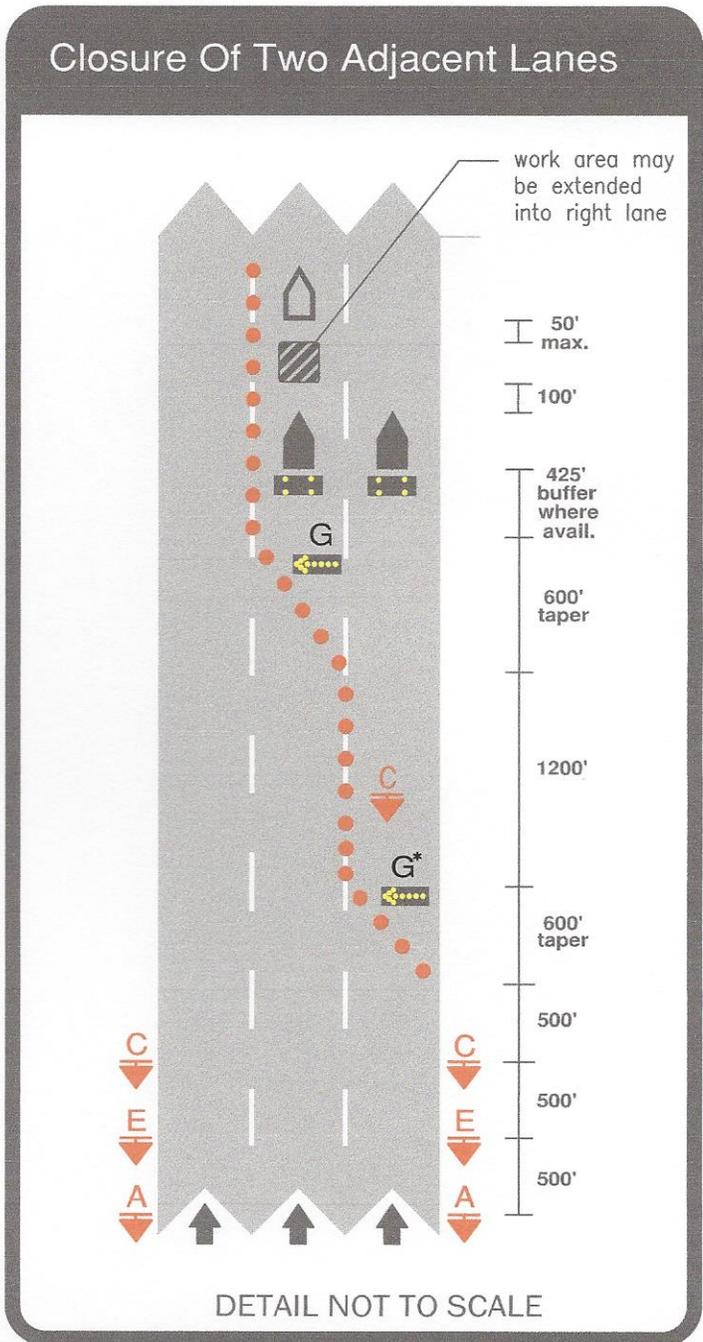
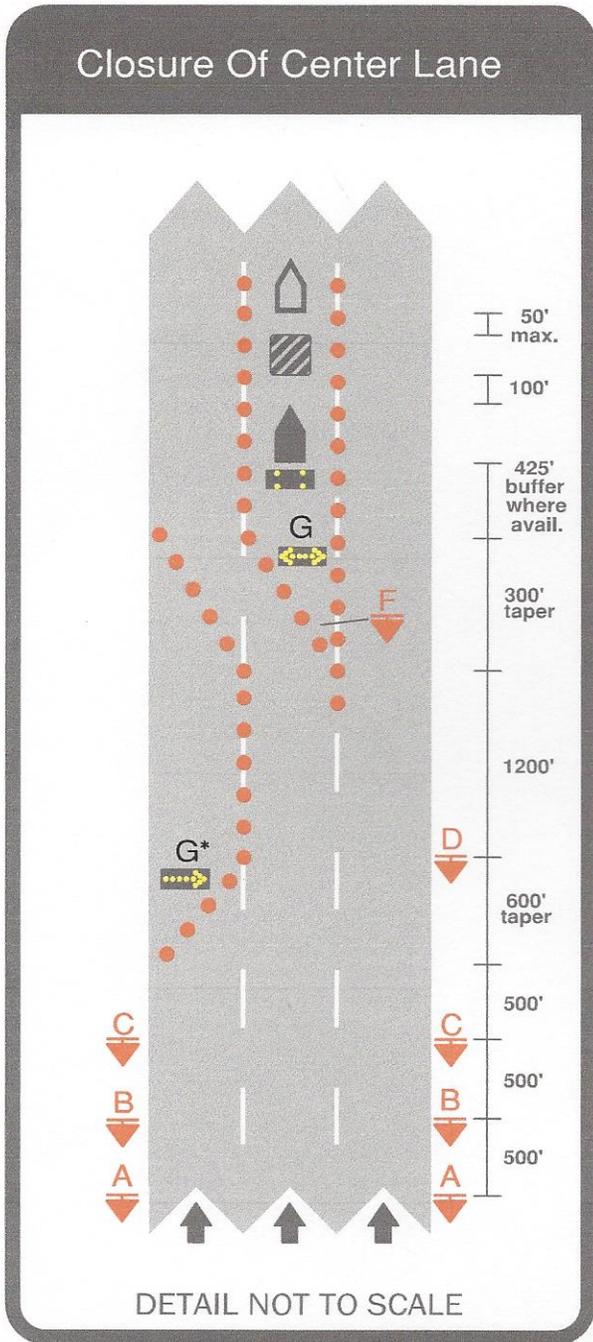
Legend

see other side for notes

<p>A ROAD WORK AHEAD 48" x 48" sign W20-1</p> <p>B LEFT or RIGHT LANE CLOSED XXX FT 48" x 48" sign W20-5</p> <p>C LEFT or RIGHT 48" x 48" sign W4-2</p>	<p>D CENTER LANE CLOSED AHEAD 48" x 48" sign W9-3a</p> <p>E 2 RIGHT LANES CLOSED XXX FT 48" x 48" sign W20-5a</p> <p>F 48" x 48" sign W12-1</p>	<p>● 28" high orange traffic cones at 25' intervals</p> <p>G flashing arrow 8' X 4' sign (set on low intensity at night) Arrow points to open lane</p> <p>▨ work area</p> <p>🚚 work vehicle with flashing warning lights (impact attenuator not required on this vehicle)</p>	<p>🚚 back-up truck with impact attenuator and flashing warning lights in caution mode</p> <p>* If an 8' wide min. shoulder is present, place the flashing arrow in the shoulder at the beginning of the 600 ft. taper, preceded by a 200 ft. tapered cone line (to close the shoulder)</p>
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Short Term Stationary Typical Roadway Work Area Protection



Notes

see other side for legend

1. Notify the Communications Center of the location and type of work.
2. During staged construction, remove or otherwise cover any traffic control devices that do not apply to the current stage.
3. All fixed-message signs shall be black on reflective fluorescent orange.
4. Place Signs A, B, C, and E on both sides of roadway where possible.
5. Where travel speeds are 30MPH or less, 500' spacing may be reduced to 200', 600' taper reduced to 200', 1200' cone line reduced to 600', and 425' buffer reduced to 200'.
6. Median cone line not required on roadways physically separated by raised barrier or medians over 12' wide.
7. For longer duration work or special conditions, contact the Chief Traffic Engineer's Office for special traffic control plans.

