

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER, 21ST FL.
150 GREENWICH STREET
NEW YORK, NY 10007

INVITATION FOR BID

ISSUE DATE: 12/7/2020

TITLE: Re-Bid: Design, Fabricate, Test and Deliver Special Trackwork (Double Crossovers, Switch Machines, Turnouts, Joints, Appurtenances, and Related) for PATH Hoboken Station Interlocking in Accordance with PATH Specifications and Drawings

This contract may be funded in whole or in part by the Federal Transit Administration (FTA). Accordingly, FTA requirements are made part of the contract.

BID NO.: 6000000139

Refer to Part I Section 3 “Form and Submission of Bid” for submission instructions.

BID DUE DATE: 12/22/2020

TIME: 11:00 AM

BUYER NAME: John Santiago

PHONE NO.: (212) 435-4613

EMAIL: john.santiago@panynj.gov

BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)
(PLEASE PRINT)

(NAME OF BIDDING ENTITY)

(ADDRESS, CITY, STATE, ZIP CODE)

(REPRESENTATIVE TO CONTACT - NAME AND TITLE)

(EMAIL ADDRESS, PHONE NO. AND FAX NO.)

FEDERAL TAX ID NO.: _____ BUSINESS CORPORATION _____
PARTNERSHIP _____ INDIVIDUAL _____ OTHER: _____

INVITATION FOR BID

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

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

For background with respect to The Port Authority of New York and New Jersey (the “Port Authority”), see www.panynj.gov. Additionally, an electronic version of the Port Authority’s most recent Annual Report is available at <http://corpinfo.panynj.gov/pages/annual-reports/html>.

2. Federal Transit Administration Contract Provisions

This Contract is part of a program funded by the Federal Transit Administration (FTA) and the successful Bidder will be required to comply with and complete the attached certificates with the “Federal Transit Administration Contract Provisions” annexed hereto as Attachment A.

3. Form and Submission of Bid

The Port Authority has temporarily ceased public bid openings and will allow for the electronic submission of bids.

Bidders are advised that their bids must be electronically submitted as a readable Adobe PDF or in the format as provided by the Port Authority. The Port Authority shall only accept bids in electronic format until 11:00 A.M. ET on the Bid Due Date.

Electronic Bids should be submitted via email only to Bid Custodian at bidrfpsubmittal@panynj.gov. Each electronic Bid submission must include all required information. The Port Authority may request an original, signed paper submission at any time following the Bid Due Date.

Each email submission should include the Due Date, Bid #, and solicitation title. If requested by the Port Authority, the paper submission must be identical to the electronic submission that was submitted by the Bid Due Date. In the event of a discrepancy, the electronic submission shall take precedence.

THERE WILL BE NO PUBLIC BID OPENINGS AND HAND DELIVERIES WILL NOT BE ACCEPTED.

Bid results will be posted to the Port Authority's website as soon as they are available. Bidders should anticipate that some emails may take a period to be delivered, and as such, should send them as early as possible to ensure it is received no later than 11:00 A.M. ET in the designated Port Authority's designated email account.

Bidders should note that there is a limit to the size of attachments that can be received by the Port Authority's designated email account. That limit is 100MB. Additionally, Bidders must check their files to ensure they have submitted complete documents, i.e. no missing pages.

Bidders' internal networks may have limits on the size of emails they can send. Therefore, it is incumbent upon the Bidder to determine ahead of time that the file(s) being submitted can both be transmitted by their servers and accepted by Port Authority servers. If the files are too big, the Port Authority will accept Bid in multiple emails, provided all parts which comprise a complete submission are received by the Bid Due Date and time and all emails should include the Bid # and title. Under this circumstance, Bidders should note in the description of the email that the Bid will be arriving in multiple parts and include in the subject line the total number of components and which component, of the total, the particular transmission represents.

4. 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://www.paprocure.com/>.

5. 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, complete, sign and include with its Bid, any addenda that might have been issued in connection with this solicitation.

6. Firm Offer

The Bidder offers to provide the Port Authority Trans-Hudson Corporation (“PATH”) the services and to perform all Work required by, related to, and in connection with this Contract, all as specified by the terms and conditions of the Contract, and based on the Pricing Sheets provided in Part IV.

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

7. Acceptance or Rejection of Bids

The acceptance of a Bid will be by 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, or to waive defects in any Bid, which in its judgment will best serve the public interest. No rights accrue to any Bidder unless and until its Bid is accepted.

8. Bidder's Questions

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract shall 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.

9. 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, contained in Part IV, that immediately follows following the Signature Sheet.

10. 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.

11. 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.

12. 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.

13. Financial Information

a. The Bidder will be required to demonstrate that it is financially capable of performing the Contract resulting from this Bid. The determination of the

Bidder's financial qualifications and ability to perform this Contract will be made by the Port Authority in its sole discretion. The Bidder shall submit, with its Bid, 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 his/her 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 his/her designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. Bidder's statement of work on hand, including any work on which a Bid has been submitted, containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.
3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.

14. Qualification Information

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

- a. Information relating to the Bidder's Prerequisites, if any, as set forth in this

document.

- b. A statement describing the legal and financial form of the entity submitting the bid, including ownership, financial structure and a point of contact. Such entity must legally exist and be qualified to do business within the state required under this bid as of the date that bids are submitted. As applicable, provide copies of the Articles of Incorporation, By laws and Amendments, partnership agreement, joint venture agreement and/or other appropriate organizational documents for the Bidder, its officers, financial guarantors and, if any such entities are joint ventures or partnerships, for all those of ventures or partners. Describe the rationale for the selection of the structure of the entity. Describe contractual, financial, legal commitments and agreements and functional relationships among financial guarantors and officers with relation to the Work required by this bid, to the extent that they are not disclosed in the organizational documents.
- c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the Bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
- d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.
- e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
- f. In the event that the Bidder's performance on a current or past Port Authority or PATH contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority and PATH that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give. Neither the giving of any of the aforesaid notices to a Bidder, the submission of materials by a Bidder, any meeting which the Bidder may have with the Port Authority, nor anything stated by the Port Authority and/or PATH in any such meeting shall be construed or alleged to be construed as an acceptance of said Bidder's Bid. Nothing stated in any

such meeting shall be deemed to release any Bidder from its offer as contained in the Bid.

15. 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."

16. Code of Ethics for Port Authority Vendors

Bidder's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors" (the "Code"). The Code of Ethics can be found on the Port Authority's website at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

17. Facility Inspection and/or Pre-Bid Meeting

If applicable, details regarding a Facility Inspection and/or Pre-Bid Meeting will be stipulated in Part II. All Bidders must present a valid government-issued photo ID for access to a Facility and must provide their firm name and their title/role within their firm at any such Inspection or Meeting.

18. Available Documents - General

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

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

19. Pre-award Meeting

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

20. Disadvantaged Business Enterprises (DBEs)

This Solicitation is subject to the United States Department of Transportation

regulations on Disadvantaged Business Enterprises (DBEs) contained in Part 26 of Title 49 of the Code of Federal Regulations. The requirements for the DBE Program are located in the Standard Terms and Conditions of this Solicitation.

For more information on the Port Authority certification process, please refer to the following website:

<http://www.panynj.gov/business-opportunities/become-vendor.html>.

21. Certification of Recycled Materials

Bidders are requested to submit, with their Bids, 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 Post-consumer Material and 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.
- 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 a 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.

22. 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.

23. Automated Clearing House Enrollment

The Port Authority of New York and New Jersey has transitioned to an electronic method of paying its vendors, contractors and consultants via an Automated Clearing House (“ACH”) funds transfer. It is the Port Authority’s expectation that all vendors, contractors and consultants will be paid via an ACH funds transfer. To avoid delays in payment, vendors, contractors, and consultants should enroll in ACH and complete the Port Authority’s “Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)” form, which is available at <https://www.panynj.gov/business-opportunities/pdf/Vendor-ACH-auth-form.pdf>. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the vendor, contractor or consultant of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this process may be directed to the Comptrollers Department ACH Enrollments contact line at 201 216-6002 or emailed to ACHENROLLMENT@PANYNJ.GOV.

24. 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>

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

of race, color, or national origin in consideration for an award.

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

25. Safe Vehicle Operation

The Bidder may be required to demonstrate that it has a satisfactory Federal Motor Carrier Safety Administration (FMCSA) safety record and vehicle maintenance program. If applicable, the Bidder shall submit this safety information as may be required by the Port Authority, including, but not limited to:

1. Information about their overall FMCSA safety program;
2. Information about their drivers training program;
3. Information about their vehicle maintenance program;
4. Results of Commercial Vehicle inspections;
5. Information about actions taken to remedy safety issues and violations.

The determination that the Bidder's safety record and safety programs are satisfactory will be made by the Port Authority at its sole discretion.

26. ATTACHMENT I-A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

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

1. Packaging

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

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

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

2. Business Practices / Operations / Manufacturing

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

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

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

3. Training and Education

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

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

4. Certifications

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

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

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

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

_____ Name _____ Date

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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. Services Required

Design, fabricate, test and deliver Special Trackwork, as defined and more fully described in the Specifications, located in Part V of this Contract.

Any reference to a specific product in these Contract Documents is to indicate approved products or details. Other products or details will be considered suitable if they meet the intent of the performance characteristic cited or are comparable to the product or detail cited. PATH shall be the sole judge of as to whether a proposed substitution will be approved, and no substitution shall be ordered or utilized without PATH's prior written approval. PATH may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other assurance with respect to any approved substitution. Furthermore, the approval of any substitute proprietary item or make shall not in any way entitle the Contractor to additional compensation therefor. If the Contractor fails to deliver a suitable approved equal that is acceptable to PATH, then the Contractor shall supply the item specified herein, as more fully described in the Specifications.

2. Location Services Required

PATH, as more fully described in the Contract Specific Terms and Conditions, located in Part III of this Contract.

3. Expected Date of Commencement of Contract

Contract shall commence upon issuance of a Notice of Award, which will be issued within approximately one hundred and twenty (120) calendar days from the Bid opening date.

4. Contract Type

Lump Sum and Unit Price

5. Duration of Contract

The Contractor shall complete all required deliveries within the periods specified in the Section entitled "Packaging and Delivery" in the Specifications.

The term of the Contract shall expire ninety (90) days from the latest date that materials required to be delivered pursuant to this Contract are delivered.

6. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least five (5) years of continuous experience immediately prior to the date of submission of its Bid in the management and operation of a business that manufactures tangential design special trackwork utilizing asymmetrical switch points, solid cast manganese frogs and housetops or substantially similar design and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) 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 satisfactorily performed or shall be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.
- c. 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 subparagraph (a) and (b) above will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

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

7. FTA Bid Submission Requirements

The following items are additional bid submittal requirements and are contained within the Federal Transit Administration (FTA) Requirements and/or Solicitation Document and shall accompany your bid submission:

1. Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352
2. Standard Form LLL - Disclosure of Lobbying Activities
3. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions

4. Buy America – Certification Requirement For Procurement of Steel, Iron, or Manufactured Products (Non-Rolling Stock)
5. Appendix A1: DBE Goals Statement in accordance with Part III clause entitled “Disadvantaged Business Enterprise (DBE) Program”
6. Appendix A2: DBE Participation Plan and Affirmation Statement
7. Appendix A4: Information on Solicited Firms
8. Appendix A5: Pre-Award DBE Trucking Commitment Form
9. Appendix A6: DBE Regular Dealer Verification Form

NOTE: Appendix A-3: Modified DBE Participation Form and Affirmation Statement is neither included with this solicitation nor required at the time of Bid submission.

8. Personnel Assurance Program and Contractor Staff Background Screening

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

Such background checks shall be performed through the Authority’s personnel assurance program provider. The Secure Worker Access Consortium (“S.W.A.C.”) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922.

9. Background Qualification Questionnaire (BQQ)

The Bidder shall submit a completed Background Qualification Questionnaire (BQQ), required for itself and all subcontractors and vendors known to the Bidder at the time of bid submission. This document and instructions for submitting the completed BQQ to the Authority’s Office of Inspector General can be obtained at the Authority’s website through the following link: <http://www.panynj.gov/inspector-general/inspector-general-programs.html>

10. PATH Bid Submission Requirements for Alternate Products

The following shall be submitted for approval within the bid package:

Where the Specifications refer to “or approved equal”, “or PATH-approved design similar in fit, form and function”, or any other similar terminology, these statements refer to the consideration of alternate products proposed by the Bidder, subject to PATH’s written approval.

Where the Bidder is quoting an alternate proposed product, the Bidder shall submit specification sheets, catalogs, or other documentation on the alternate proposed product to facilitate a comparison to the product specified herein.

Please note that PATH, as required for further evaluation, may request delivery of a sample of the alternate proposed product, at the Contractor’s expense, to determine if the performance requirements and characteristics of the proposed alternate product meet the requirements of the product specified herein. Failure to provide a sample or additional information within a specified timeframe, if requested by PATH to conduct its evaluation, may result in rejection of the alternate product and/or rejection of the bid.

A sample that is approved, deemed in new condition, and usable by PATH will be accepted toward the order under this Contract. The Bidder shall pick up samples that are not approved within thirty (30) days of notification, after which time all samples will become the property of PATH.

Brand names or equal descriptions are used as a means to define the performance or other salient characteristics of procurements. In the subject Bid, even if the phrase “or approved equal” or other similar terminology is inadvertently omitted, it is implied after any brand name.

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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 (the “Contractor”) hereby offers and agrees to provide all the necessary supervision, personnel, item(s), materials, spare parts, equipment and all other things necessary to perform the Work required by this Contract as specified in Part II, and fully set forth in the Specifications, at the location(s) listed in Part II and fully set forth in the Specifications, and 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. Order of Precedence

Anything to the contrary herein notwithstanding, all Contract Specific Terms and Conditions shall be deemed to control in the event of a conflict with Attachment B – Standard Contract Terms and Conditions contained in this Contract. In case of conflict between these Contract provisions and federal, state, or local codes, laws, and ordinances, the more stringent requirements shall apply.

3. Specific Definitions

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

Government, United States Government, Federal or words of like import mean the United States of America.

UMTA or FTA mean the United States Department of Transportation, Federal Transit Administration (formerly known as the Urban Mass Transportation Administration).

FTA and Government shall be used interchangeably.

DOT means the United States Department of Transportation.

DCAA means the Defense Contract Audit Agency.

The Port Authority or Authority means The Port Authority of New York and New Jersey.

PATH means The Port Authority Trans-Hudson Corporation.

Director means the Director/General Manager of PATH of the Authority acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

Investigation means any inquiries made by any federal, state or local criminal prosecuting 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.

Item(s) means the goods, merchandise, supplies, equipment, services or articles specified.

Manufacturer means the person or entity who will actually build the specific Item to be provided as described herein.

Facility means PATH.

Engineer means the Chief Engineer of the Port Authority of New York and New Jersey, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

Vendor shall be used interchangeably with the word “Contractor”.

Work is as defined in Part V.

4. Delivery Requirements

Delivery shall be FOB Destination; the Contractor shall bear all cost of freight and insurance for delivery to PATH. Delivery locations shall be coordinated with PATH. All deliveries shall be made between the hours of 8:00am and 2:00pm Monday through Friday, unless otherwise noted in the Specifications. The Contractor shall follow the instructions for the proper method of making deliveries. Failure to do so may result in delayed payments.

A. All deliveries must be accompanied by an original packing slip, which shall always contain:

1. The Port Authority Purchase Order/Contract Number.
2. A description of each Item.
3. The quantity shipped of each Item.

4. The Contractor's packing slip/invoice number.

B. Shipping cartons shall not contain loose and/or unmarked Item(s).

5. Progress and Delivery Schedule

Within sixty (60) calendar days after receipt of Purchase Order/Notice of Award, the Contractor shall submit a detailed progress and delivery schedule, based on the Items listed in Part V of this Contract, for the approval of the Engineer. The progress and delivery schedule shall show the date for the commencement and completion of the different portions of the Contract. The schedule shall also list the planned transmittal dates and estimated number in each specification section category of Shop Drawings, Catalog Cuts, pages of calculations and samples. After PATH's approval of the schedule, no changes shall be made therein by the Contractor without the written approval of the Engineer. Approval of any schedule shall not relieve the Contractor of its obligation to complete the Contract by the time required in the Contract, even though the approved schedule may be inconsistent with such completion, nor shall it constitute a representation by PATH that the Contractor will be able to proceed or complete in accordance with the schedule.

Within one hundred twenty (120) calendar days after receipt of Purchase Order/Notice of Award, the Contractor shall arrange for Special Trackwork to be laid out at the manufacturer's shop for inspections by the manufacturer, the Engineer and the Facility personnel. The Engineer and Facility personnel shall be provided sixty (60) calendar days advanced notice of the time when they may conduct the inspection. The Engineer and/or Facility personnel may waive the inspection, but the manufacturer's inspection shall be required in all cases.

Final delivery of design, materials, spare parts, and related equipment on-site shall be completed with the delivery of the Special Trackwork.

The Engineer shall have the right at any time when, in his judgment, the work is not proceeding in accordance with the approved progress schedule or is not proceeding at sufficient rate to ensure completion by the time required in the Contract (even though proceeding in accordance with approved progress schedule), to order the Contractor to increase the number of personnel employed, to use additional plant or equipment, and to take such other steps as may be necessary or required to assure the completion of the various operations within the time allotted therefor in the approved schedule or by the aforesaid completion time without additional compensation to the Contractor.

6. Time is of the Essence

The Contractor's obligation for the performance within the time provided for this Contract is of the essence of this Contract. The Contractor guarantees that it can and will complete such fabrication, supply, delivery, factory and field testing, and on-site training within the time herein stipulated.

The delivery times shall be extended (subject, however, to the provisions of this numbered clause) only if, in the opinion of the Engineer acting personally, the Contractor is necessarily delayed in the delivery solely by fault of The Port Authority. Further, the Contractor shall be entitled to an extension of time to the extent that delay in its performance results from floods, earthquakes, storms, lightning, fire, epidemic, strike, force majeure, civil disturbance or any other cause which is beyond the reasonable control of the Contractor as determined by the Engineer.

Any reference herein to the Contractor shall be deemed to include suppliers and others performing on behalf of the Contractor, whether or not in privity of contract with the Contractor, and employees and others will be considered as agents of the Contractor.

7. Bill of Sale

The Contractor warrants that the Item(s) is free of liens and other encumbrances. The Contractor shall promptly furnish to the Port Authority such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to the Item(s), free of liens and other encumbrances, upon delivery to PATH.

8. Title to Materials

All manufactured equipment, drawings, specifications, spare parts, training programs/ materials, provided to the Port Authority shall be and become the property of the Authority upon successful completion of commissioning and acceptance testing by Facility personnel. All equipment stored by the Contractor shall be individually marked and identified in a conspicuous manner with "Property of PATH" and with the Purchase Order number. Contractor shall arrange for the Engineer to have access to the storage site for inspection of equipment stored as requested. The Contractor shall have risk of loss for any equipment stored until their delivery and acceptance by Facility personnel at the Project site. As a prerequisite to making any payments under this clause, the Contractor shall furnish whatever documents evidencing transfer of title of equipment to the Authority that the Engineer requires, including bills of sale and affidavits of title in forms acceptable to the Engineer. The making of milestone payments shall not be deemed to be a final acceptance of equipment nor shall it relieve Contractor of responsibility for such equipment.

9. Invoices

An invoice with a unique invoice number and the backup delivery receipts with Contract number shall be submitted to the Port Authority before payment can be made. The Contractor's invoice shall state:

- a) The starting and ending dates of the delivery
- b) The billable Item and description
- c) The PATH billing address as provided in the Contract

All invoices shall be mailed and emailed to the Engineer.

10. 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 Items(s) and/or service(s) provided by the Contractor hereunder, a compensation calculated from the respective prices inserted by the Contractor in the Pricing Sheet(s) for actual services and goods performed/provided, forming a part of this Contract. The manner of submission of all bills for payment to the Contractor for Service(s) and/or Item(s) provided under this Contract shall be subject to the approval of the Port Authority 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 clause entitled "Invoices" and the following procedures:

- a. Payment Terms shall be within thirty (30) days upon PATH's verification of invoices.
- b. Upon full Acceptance of each Item, payment for each will be made in accordance with the Pricing Sheets. No payment will be made to the Contractor for an Item until the Item is delivered to PATH and completely accepted.
- c. Upon completion of each Technical Field Support Session, payment for each will be made in accordance with the Pricing Sheets. No payment will be made to the Contractor for a session until the session is completed to the satisfaction of PATH.
- d. No certificate, payment, acceptance of any Item(s) or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- e. 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 payments payable to the Contractor hereunder.
- f. "Final Payment", as the term is used throughout this Contract, shall mean the final payment made for the supply, delivery and acceptance of all Item(s) required under this Contract. 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 Item(s) 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.

11. Equipment Warranty

Notwithstanding the Specifications forming a part of this Contract, any inspection or approval of the Item(s) by the Port Authority or the existence of any patent or trade name, the Contractor nevertheless unconditionally warrants that the Item(s) specified herein shall be of the best quality and shall be fully fit for the purpose for which it is to be used. The Contractor unconditionally warrants all equipment furnished against defects or failures of any kind, including defects or failures in design, workmanship and materials, failure to operate satisfactorily for any reason, excepting such defects or failures which the Contractor demonstrates to the satisfaction of the Engineer have arisen solely from accident, abuse or fault of the Port Authority occurring after acceptance by the Port Authority and not due to fault on the Contractor's part for the warranty period(s) described below. In the event of defects or failures in said equipment, then upon receipt of notice thereof from the Engineer, the Contractor shall correct such defects or failures by immediately reconstructing, repairing or making such alterations or replacement of said Item(s) as may be necessary or desirable in the sole opinion of the Engineer to comply with the above warranty at no cost to the Port Authority.

The foregoing warranty shall not, however, be a limitation on any rights which the Authority would have, either expressed or implied, in connection with this Contract in the absence of such warranty, said warranty being given only for the greater assurance of the Port Authority.

The Contractor shall provide a warranty for all items under this Contract in accordance with the Specifications.

12. Insurance Procured by the Contractor

The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, for the life of the Contract and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Contractor under this Contract including but not limited to premise-operations, products and completed operations, and independent contractors' coverage, with contractual liability language covering:

Commercial General Liability (CGL) Insurance – of not less than **\$5,000,000 (Five Million Dollars)** per occurrence for bodily and property damage liability.

Automobile Liability Insurance – of not less than **\$3,000,000 (Three Million Dollars)** combined single limit per accident for bodily injury and property damage liability including owned, leased, hired and non-owned automobiles.

Products Liability or Products Guarantee Legal Liability or an equivalent endorsement under the appropriate policy covering Manufacturer Liability – of not less

than **\$5,000,000 (Five Million Dollars)** per occurrence; for damage to the product resulting from the product's failure; due to a mistake or deficiency in design, plan, or specifications within the indicated scope; or of the manufacturer's design specifications or flaw during the manufacturing process.

Railroad Protective Liability Insurance: Prior to commencement of any Work on PATH property, the Contractor shall furnish evidence that, with respect to the operations it or any of its subcontractors perform, it has provided Railroad Protective Liability Insurance (AAR-AASHTO form), in the name of Port Authority Trans Hudson Corporation (PATH) providing for a limit of not less than \$2,000,000 (Two Million) single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 (Six Million) for all damages as a result of more than one occurrence.

Inland Marine or Equipment Floater coverage, if coverage is not provided through endorsement under a Commercial Property Insurance policy; such insurance shall cover the cost of full replacement value of property on site, in transit, and identified per project or of the Port Authority held in Contractor's care, custody or control. Or, not less than the **Full Replacement Value** per occurrence based on the scope of work indicated.

Professional Liability - Errors and Omissions – of not less than **\$5,000,000 (Five Million Dollars)** per claim and in the annual aggregate, covering negligent acts, errors, mistakes, and omissions in rendering or failing to render professional services required by this contract, arising out of the scope of work or services performed by, or any person employed by Contractor in connection with services provided. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims-made basis with a minimum of a three (3)-year reporting/discovery period.

The Contractor and its subcontractor(s) 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 **\$1,000,000 (One Million Dollars)** per accident; a Waiver of Subrogation issued in favor of the Port Authority of New York and New Jersey is required.

The insurance as required herein and as available under the indicated coverage shall be written on an occurrence basis, as distinguished from a "claims-made" basis; and shall not include any exclusions for "action over claims" and "Insured vs. insured" separately. Where applicable coverage shall be minimally arranged to provide and encompass at least the following coverage terms:

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor's Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance;

- Coverage for work within fifty feet (50') of railroad;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall "follow form" to the underlying policy;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains "Other Insurance" language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then limits of the insurance coverage held by the Contractor shall be available to respond to any claim asserted against any Additional Insured that arises out of, or is in any way connected to this Contract;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy(ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to and name "The Port Authority of New York and New Jersey, Port Authority Trans Hudson Corp. (PATH) and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns" as Insured (as defined in the policy or in an additional insured endorsement amending the policy's "Who is An Insured" language as the particular policy may provide) or to be referred to as "Additional Insured" herein. The "Additional Insured" shall be afforded coverage and defense as broad as if they are the first named Insured (Contractor) and regardless of whether they are otherwise identified as Additional Insured under the applicable liability policies (CGL and Automobile), including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such Additional Insured status shall be provided regardless of privity of contract between the parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests' clauses 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. The Contractor is responsible for all deductibles and losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Contractor is subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional

insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as “Insurance Procured by the Contractor”.

All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A copy of this section titled “Insurance Procured by the Contractor” shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

Further, it is the Contractor’s responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all subcontractors are accurate, adequate and in compliance with the Port Authority requirements; and the Contractor is to retain a copy of its subcontractors’ certificates of insurance. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, including subcontractors’ work, and upon completion of the Contract.

The Contractor, its subcontractors and its insurers shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, or Counsel for PATH, raise any defense involving in any way the jurisdiction of any court, tribunal, agency, special district, commission or other authority exercising judicial or regulatory functions over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, directors, officers, agents or employees, their affiliates, successors and/or assigns, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority. The Port Authority is an intended third-party beneficiary of the agreement between the Contractor, and each of its respective subcontractors and insurers, with the direct right to enforce the agreement with respect to this provision.

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 Att: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.

The Port Authority may, at any time during the term of this Contract, change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, the General Manager, Risk Finance for the Port Authority may consider such cost as an out-of-pocket expense. Submit proof of insurance by (a) e-mail: certificates-portauthority@riskworks.com and (b) to Certificate Holder: Port Authority of New York and New Jersey c/o EXIGIS Insurance Compliance Services P.O. Box 4668 - ECM #35050 New York, NY 10163-4668.

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the 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 contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance 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 Finance, 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 the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Renewal certificates of insurance or policies shall be delivered to the Port Authority Facility Contractor Administrator, and upon request from the additional insureds, their successors or assigns at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy and provide same to the Port Authority.

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) 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 Port Authority as to the adequacy of the insurance necessary to protect the Contractor against the obligations imposed on it by law or by this or any other contract.

(Reference tracking number CITS #6347N)

13. Materials and Workmanship

All Items and/or Services shall be manufactured and/or provided in accordance with the best current practice in the industry and free from defects. All Items and/or Services shall at all time and places be subject to the inspection of the Engineer. Should any Items or Services fail to meet the Engineer's approval, they shall be forthwith made good, replaced or corrected, as the case may be, by the Contractor, at its own expense. All Items shall be new Items.

14. Inspection and Acceptance

Inspection and Acceptance will be conducted at the destination, unless otherwise provided and agreed upon by PATH and the Contractor. Any risk of loss will be the Contractor's responsibility until such delivery, inspection and acceptance is made, unless loss results from negligence of PATH.

15. Errors and Omissions

If the Contractor discovers any errors or omissions in the Specifications or in the Work undertaken and executed by it, it shall immediately notify the Engineer and the Engineer shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the Contractor proceeds with any work affected thereby, it shall do so at its own risk, and the work so done shall not be considered as work done under and in performance of this Contract.

16. Approval by the Engineer

The approval by the Engineer of any Items shall be construed merely to mean that at that time the Engineer knows of no good reason for objecting thereto and no such approval shall release the Contractor from its full responsibility for the satisfactory construction and operation of the Items. The decision of the Engineer shall be conclusive, final and binding on the parties as to all questions arising out of, under, or in connection with this Contract (including questions of breach of Contract).

17. Changes

Acceptance of Contractor's bid will be by Contract signed by the Port Authority. The Port Authority may at any time, by a written order, make changes within the general scope of this Contract in any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Seller for adjustment under this section must be asserted within thirty (30) days from the date of receipt by the Contractor of a notification of change: provided, however, that nothing in this section, "Changes," shall excuse the Contractor from proceeding with the Contract as changed. Except as otherwise provided herein no payment for Changes shall be made, unless the Changes have been authorized in writing by the Authority.

18. Disadvantaged Business Enterprise (DBE) Program

A. POLICY

It is the policy of The Port Authority of New York and New Jersey (the "Port Authority" or the "Authority") and its related entities, including Port Authority Trans-Hudson Corporation ("PATH") that Disadvantaged Business Enterprises ("DBEs") are provided the opportunity to participate in the performance of this Contract. Each proposer shall take all necessary and reasonable steps to ensure that its proposal includes DBE participation and performance of work

on this Contract, when awarded. This Contract is subject to the United States Department of Transportation ("USDOT") regulations on "DBEs" contained in Part 26 of Title 49 of the Code of Federal Regulations.

The Proposer shall not discriminate on the basis of race, color, national origin, creed/religion, sex, age or handicap/disability in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the PANYNJ deems appropriate.

B. GOAL

The Port Authority Office of Diversity and Inclusion ("ODI") has established a goal for DBE participation on this Contract, which the proposer will be required to show how it will meet, if awarded this Contract. This goal, expressed as a percentage of the total contract price, including change orders issued pursuant to the changes provision of the contract, is:

DBE Participation Goal: 1%

for firms owned and controlled by socially and economically disadvantaged individuals (as defined in C.5 below) and certified as DBEs by the Authority. Eligible DBE firms are listed on the following Uniform Certification Programs ("UCPs") websites:

New York UCP – <https://nysucp.newnycontracts.com>

New Jersey UCP – <https://njucp.dbesystem.com>

In the event the successful proposer's proposed level of DBE participation is less than this prescribed level of DBE participation, to remain eligible for contract award, the successful proposer must satisfy the good faith efforts requirements set forth in paragraph I.3 below

ODI is responsible for determining compliance by the proposer with DBE Program requirements established for this solicitation and in this Contract. The proposer shall make all DBE Program submissions required by this solicitation to the Port Authority Procurement Department contact with a copy to ODI. Once awarded, the successful proposer (Contractor) will make all DBE Program submissions to ODI at the following address:

Contract Number [insert]

Office of Diversity and Inclusion

The Port Authority of NY & NJ

2 Montgomery Street, 2nd Fl. Jersey City, NJ 07302

C. DEFINITIONS

1. To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows: **Bidder or Proposer** can be used interchangeably and **Consultant or Contractor** can be used interchangeably.
2. **Certification** means the process by which a business demonstrates to ODI or to a New York State Unified Certification Program Certifying Partner ("NYSUCP") or to a New Jersey Unified Certification Certifying Partner ("NJUCP") that it meets the requirements to be a DBE under USDOT regulations set forth in 49 C.F.R. Part 26.
3. **Disadvantaged Business Enterprise** or DBE is a for-profit small business concern (a) that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which at least 51% of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
4. **New York State Unified Certification Program Certifying Partners** include the Port Authority of New York & New Jersey, Metropolitan Transportation Authority, the Niagara Frontier Transportation Authority and the New York State Department of Transportation.
5. **New Jersey Unified Certification Program Certifying Partners** include the Port Authority of New York & New Jersey, New Jersey Transit and the New Jersey State Department of Transportation.
6. **Socially and economically disadvantaged individual** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
 - a. Any individual ODI or a NYSUCP or NJUCP Certifying Partner finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 1. **Black Americans** which includes persons having origins in any of the Black racial groups of Africa;
 2. **Hispanic Americans** which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America or other Spanish or Portuguese culture or origin, regardless of race;
 3. **Native Americans** which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
 4. **Asian-Pacific Americans** which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa,

Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

5. Subcontinent Asian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
6. Women; and
7. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration ("SBA"), at such time as the SBA designation becomes effective.

D. THE DBE PROGRAM

The Port Authority has established a Disadvantaged Business Enterprise (DBE) program in accordance with applicable United States Department of Transportation (USDOT) regulations in 49 CFR Part 26. The Port Authority receives Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Port Authority has signed an assurance that it will comply with these regulations. It is the policy of the Port Authority to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also Port Authority policy:

1. *To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;*
2. *To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;*
3. *To ensure that the DBE program is narrowly tailored in accordance with 49 CFR Part 26;*
4. *To ensure that only firms that fully meet regulatory eligibility standards as outlined in 49 CFR Part 26 are permitted to participate as DBEs;*
5. *To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and,*
6. *To assist the development of firms that can compete successfully in the market place outside the DBE program.*

The Director of ODI has been delegated as the DBE Liaison Officer. In that capacity, the Director of ODI is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Port Authority in its financial assistance agreements with the USDOT.

The Port Authority has disseminated this policy statement to the Board of Commissioners and all the components of our organization. We have disseminated this statement to DBE and non-DBE business communities that perform work for us on USDOT-assisted contracts

through posting on the ODI website: <http://www.panynj.gov/business-opportunities/supplierdiversity.html>

E. DBE OBLIGATION

The proposer agrees to take all necessary and reasonable steps to ensure that DBEs have the opportunity to compete for and perform work under this Contract, if awarded. (Note: If the total contract price is increased as a result of change orders, the Contractor shall make a good faith effort to achieve a commensurate increase in DBE participation). Submission of the proposal constitutes a certification and representation by the proposer that good faith efforts will be made to satisfy the DBE goal requirement in paragraph B during contract performance.

Furthermore, the Proposer will ensure that the following clause is placed in every contract or subcontract resulting from this Contract:

“The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, creed/religion, sex, age or handicap/disability, in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the PANYNJ deems appropriate.”

F. SUBMISSION OF DBE UTILIZATION PLAN

By submitting a bid or proposal for this Contract, the proposer assures the Authority that it will meet the foregoing goal and shall submit the DBE Goals Statement and Affirmation Statement form (Appendix A1) with its Proposal. If the proposer determines it cannot make this assurance, it may nevertheless submit a bid or proposal, but in such event, it shall note on the DBE Goals Statement form the percentage of DBE participation it anticipates, including documentation supporting the good faith efforts made to achieve the goals set forth in the Contract.

The proposer shall submit, with its Proposal, the DBE Participation Plan and Affirmation Statement (Appendix A2) for each DBE firm it intends to use on this Contract. The DBE Participation Plan and Affirmation Statement shall provide the name and address of each DBE firm, a description of the work to be performed, the dollar value of each DBE subcontract and the signature affirmation from each DBE firm participating in this Contract.

The bidder shall submit with its Proposal the completed Information on Solicited Firms form (Appendix A4), listing every firm that provided a quotation to the bidder for any subcontract to be performed under this Contract, whether the firms are DBE certified and whether the firms' quotes were included in the final Proposal.

Bidders who are utilizing trucking firms to meet their DBE goal are directed to complete the "Pre-Award DBE Trucking Commitment Form" (Appendix A5) and submit the form with their Proposals for each DBE used on this Contract.

Bidders who are utilizing materials suppliers to meet their DBE goal are directed to complete the "DBE Regular Dealer Verification Form" (Appendix A6) and submit the form with their Proposals for each DBE used on this Contract.

1. By listing a firm on its DBE Participation Plan and Affirmation Statement (Appendix A2) the proposer is representing the following:
 - a. It intends to use the firm for the work specified in the DBE Participation Plan and Affirmation Statement (Appendix A2) to perform the work specified.
 - b. The firm is a certified DBE in the states of either New York or New Jersey and is technically and financially qualified to perform the work specified and that the firm is available to perform the work.
 - c. If it is awarded the contract, it will enter into a subcontract with such DBE (or an approved substitute), subject to the terms and conditions of this contract, for the work described and at the price set forth in the DBE Participation Plan and Affirmation Statement (Appendix A2).
 - d. It will not substitute a DBE firm listed in its DBE Participation Plan and Affirmation Statement (Appendix A2) unless the Port Authority provides prior written approval in accordance with Paragraph J, below.

G. PROMPT PAYMENT AND RETAINAGE PROVISION

The Contractor agrees to pay each subcontractor under this prime contract for the satisfactory performance of its contract, no later than ten (10) days from the receipt of each payment the Contractor receives from the Authority. The Contractor agrees further to return all retainage, if any, owed to a subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time-frame may occur only for good cause following written approval from the Port Authority. This clause applies to both DBE and non-DBE subcontractors. Failure to comply with this section may constitute a breach of contract, entitling the Port Authority to remedies provided herein, in addition to any other available remedy.

H. CREDIT TOWARD DBE GOAL

No credit toward meeting the DBE goal will be allowed unless ODI or a NYSUCP or NJUCP Certifying Partner has certified the DBE firm as eligible. Only the value of the work actually performed by the DBE will be counted toward the DBE goal. The DBE shall verify payments on the DBE Payment Request Certification Form attached to all invoices. The Authority will use the following guidelines to determine the amount to be counted toward the DBE goal:

1. ODI will credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided ODI determines the fee to

be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
3. Joint ventures between DBEs and non-DBEs may be counted toward the DBE goal in proportion to the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces. Please contact ODI at (201) 395-3958 for more information about requirements for such joint ventures.
4. ODI will credit expenditures to a DBE subcontractor toward DBE goals, only if the DBE is performing a commercially useful function on the contract.

5. Commercially Useful Function

- A. A DBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Contractor and the DBE represents standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the DBE goal is met and shall not be included in DBE reports. If this occurs with respect to a firm identified as a DBE, the Contractor shall receive no credit toward the DBE goal and may be required to backfill the participation. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of DBE participation. A DBE may rebut a determination by the Authority that the DBE is not performing a commercially useful function to the United States Department of Transportation (USDOT) funding agency (for example, FAA, FTA or FHWA).
- B. Work Force. The DBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Contractor, other subcontractors or their affiliates. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE shall not be allowed.
- C. Supervision. All Work performed by the DBE must be controlled and supervised by the DBE without duplication of supervisory personnel from the Contractor, their affiliates and other subcontractors performing Work on the

Contract. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the Work.

- D. Equipment. DBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. If the DBE obtains equipment from the Contractor, other contractors or their affiliates, the DBE shall provide documentation to the Authority demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.
- E. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, ODI will presume that it is not performing a commercially useful function.

6. Counting DBE Participation

When a certified DBE firm is awarded the Contract, the DBE goals shall be deemed to have been met.

The value of the Work performed by a DBE, including that of a DBE prime contractor, with its own equipment, with its own forces, and under its own supervision, will be counted toward the DBE goal, provided the utilization is a commercially useful function. Work performed by DBEs will be counted as set forth below. If the Authority determines that some or all of the DBE's work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the DBE goal.

- A. Subcontractors. 100 percent of the value of the Work to be performed by a DBE subcontractor will be counted toward the DBE goal. The value of such Work includes the cost of materials and supplies purchased by the DBE, except the cost of supplies or equipment leased from the Contractor, other subcontractors or their affiliates will not be counted. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- B. Manufacturers/Fabricators. 100 percent of the expenditure to a DBE manufacturer or fabricator will be counted towards the DBE goal.
- C. Material Suppliers. 60 percent of the expenditure to a DBE material supplier will be counted toward the DBE goal. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.
- D. Brokers/Manufacturer's Representatives. 100 percent of fees or commissions

charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by a DBE broker/manufacturer's representative will be counted toward the DBE goal, provided they are determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted.

- E. Services. 100 percent of fees or commissions charged by a DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Work will be counted toward the DBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
- F. Trucking Operations. The DBE trucking firm of record is the firm that is listed on the DBE Participation Plan. The DBE trucking firm shall own and operate at least one registered, insured and fully operational truck used for the performance of the Work and shall be responsible for the management and supervision of the entire trucking operation on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal. The DBE trucking firm of record shall control the day-to-day DBE trucking operations for performance of the Work, and shall be responsible for (1) negotiating and executing rental/leasing agreements; (2) hiring and terminating the work force; (3) coordinating the daily trucking needs with the Contractor; and (4) scheduling and dispatching trucks.
 - 1. DBE Owned/Leased Trucks. 100% of the value of the trucking operations the DBE provides for the performance of the work using trucks it owns and trucks that are registered, insured and operated by the DBE using drivers it employs, will be counted toward the DBE goal.
 - 2. DBE Leased Trucks. The DBE may lease trucks from another DBE, including an owner/operator who is certified as a DBE. 100% of the value of the trucking operations that the lessee DBE provides will be counted toward the DBE goal.
 - 3. Non-DBE Trucks. The DBE may lease trucks from non-DBE firms and owner-operators. The value of these trucking services will be counted toward the DBE goal up to the value of services performed by the DBE trucks used on the Contract. DBE participation can be counted for the value of the services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease agreement.
- G. Joint Venture Joint ventures between DBEs and non-DBEs will be counted toward the DBE goal in proportion to the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work of the Contract that the DBE performs with its own forces. The joint venture agreement is therefore subject to review by ODI, a copy of which is to be furnished by the firm to be awarded the Contract before execution of the Contract.

- 7. If a firm is not currently certified as a DBE in accordance with 49 CFR Part 26 at the

time of the execution of the Contract, ODI will not credit the firm's participation toward any DBE goals, except as provided for in 49 CFR Section 26.87(i).

8. When a firm loses its DBE certification, ODI will follow the applicable regulations in 49 CFR Section 26.87(j).
 - a. If a contract or subcontract has not been executed with the firm prior to notification of its ineligibility, any participation by the ineligible firm will not be counted toward the contract or overall goal. ODI will direct the Contractor to meet the contract goal with an eligible DBE firm or demonstrate good faith efforts to do so.
 - b. If a contract or subcontract has been executed with the firm prior to notification of its ineligibility, the Contractor may continue to receive credit toward its DBE goal for the firm's work.
9. ODI will not credit toward the DBE goal the participation of a DBE subcontractor until the amount being counted toward the goal has actually been paid to the DBE, as evidenced by submission of the Statement of Payments to DBE Subcontractors / Lessors / Suppliers and the DBE Payment Request Certification Form.

I. CONTRACT AWARD

1. Only proposers who submit proposals that meet the DBE goal or who demonstrate good faith efforts to meet the DBE goal, as herein provided will be eligible for award of the Contract.
2. If the successful proposer does not reach the DBE goal, the proposer shall nevertheless remain eligible for award of the contract if it can demonstrate to the satisfaction of ODI that it has made a good faith effort to meet the DBE goal. In making such a determination, ODI shall consider, among other things, the criteria set out in subparagraph 3 below.
3. Demonstration of Good Faith Efforts

To demonstrate a good faith effort to meet the DBE contract goal, a proposer shall submit with the DBE Goals Statement form (Appendix A1) a list of the steps it has taken to obtain DBE participation, together with documentation supporting those steps. Such efforts may be demonstrated by showing the following:

- a. That the proposer attended any pre-solicitation or pre-bid meetings that were scheduled by the Port Authority to inform DBEs of contracting and subcontracting opportunities;
- b. That the proposer advertised in general circulation, trade association, and minority-focus media, at least 15 days before proposal due date, to request DBE subcontract performance on the specific project;
- c. That the proposer provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to

participate effectively;

d. That the proposer followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in participating in the project;

e. That the proposer selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

f. That the proposer provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

g. That the proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities. Documented efforts of negotiations with DBEs must include at a minimum:

1. The names, addresses and telephone numbers of DBEs that were considered;
2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed;
3. A statement explaining why agreements with the DBEs could not be reached.

h. That the proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Port Authority or Consultant;

i. That the proposer made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and

j. That the proposer effectively used the services of available minority/women community organizations; minority/women contractor's groups; local, state and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

4. Reconsideration of Good Faith Efforts Determination

In determining whether a proposer has demonstrated good faith efforts, the Port Authority will look at all efforts that the proposer has made. If ODI determines that the successful proposer has failed to make good faith efforts to meet the DBE goal, that firm's submission may be deemed non-responsive. The non-responsive firm will have an opportunity for administrative reconsideration, in accordance with the Port Authority's Protest Procedures. In accordance with the Protest Procedures, as part of this reconsideration, the proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. In accordance with the Protest Procedures, a written decision will be sent to the proposer explaining the basis for finding that the proposer did or did not meet the goal or make adequate good faith efforts to do so.

J. DBE MODIFICATIONS

In the event that a proposer wishes to modify its DBE Participation Plan and Affirmation Statement (Appendix A2) after its submission or after a contract is awarded, the proposer must then request approval for the modification from ODI in writing. A proposer may not, without ODI's prior consent, terminate a DBE subcontractor approved under this contract and then perform the work of the contract with its own forces or those of an affiliate. A modification includes any change to items of work, material, services, subcontract value or DBE firms, which differ from those identified on the approved DBE Participation Plan and Affirmation Statement (Appendix A2). When a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts must be directed at finding other DBEs to perform at least the same amount of work under the contract as the former DBE to the extent needed to meet the contract goal. The Contractor must provide ODI with any and all documents and information as may be requested with respect to the modification. If ODI determines that the Contractor failed to make good faith efforts, the Port Authority may consider such failure a breach of contract, entitling the Port Authority to remedies provided herein, in addition to any and all other available remedies. Subsequent to Contract award, all changes to the DBE Participation Plan must be submitted via a Modified DBE Participation Plan and Affirmation Statement (Appendix A3) to the Manager for review and approval by the Authority's ODI. For submittal of modifications to the DBE Plan, Contractors are directed to use Appendix A3 which may be downloaded at <http://www.panynj.gov/business-opportunities/pdf/PA4242.pdf>.

K. EEO/NON-DISCRIMINATION

During the performance of this Contract, the 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, including 49 CFR Part 26.

L. OFFICE OF THE INSPECTOR GENERAL

The Port Authority Office of Inspector General (OIG) is responsible for investigating fraud and misconduct by Port Authority contractors, subcontractors, consultants, suppliers and others, including the DBE Program.

Depending upon the dollar value of the construction project, and regulatory requirements, the OIG might engage the services of an Integrity Monitor who reports to the OIG and assists in monitoring compliance governing the DBE program.

The OIG and its Integrity Monitors may perform on-site investigations and payment verifications, review relevant consultant, contractor, subcontractor and supplier documents, including but not limited to financial records, certificates and licenses, certified payroll reports, and employee sign-in sheets. They may also interview officers and employees of these firms

either on-site, at their offices, or at any other location the OIG determines is in the best interest of the Port Authority.

All consultants, contractors, subcontractors, suppliers and others who are participating in the DBE Program in any manner, shall cooperate fully with the Port Authority OIG and shall provide all requested documents immediately upon request. The failure to cooperate may be considered a breach of contract, entitling the Port Authority to remedies provided herein, in addition to any other available remedy.

M. PROTECTING AGAINST TERMINATION FOR CONVENIENCE

Contractor must give a DBE subcontractor five (5) days to respond to the Contractor's notice of termination and the subcontractor must advise the Authority/PATH and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority/PATH should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g. safety), the Authority/PATH may provide a response period shorter than five (5) days.

N. CONTRACT ASSURANCE

The Contractor, subrecipient or any of its subcontractors shall not discriminate on the basis of race, color, national origin, creed/religion, sex, age or handicap/disability in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority/PATH deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

The Contractor shall include the foregoing language of this section in its subcontracts under this Contract, and further agrees to provide the Authority/PATH with copies of its subcontracts with its request for subcontractor approval, as well as upon request of the Authority/PATH.

O. APPENDICES

1. APPENDIX A1: DBE Goals Statement
2. APPENDIX A2: DBE Participation Plan and Affirmation Statement
3. APPENDIX A4: Information On Solicited Firms
4. APPENDIX A5: Pre-Award DBE Trucking Commitment Form
5. APPENDIX A6: DBE Regular Dealer Verification Form

NOTE: Appendix A-3: Modified DBE Participation Form and Affirmation Statement, is neither included with this solicitation nor required at the time of Bid Submission.

The undersigned Bidder has satisfied the requirements of the Contract in the following manner (Complete the appropriate spaces and check one box):

The Bidder is committed to meeting the DBE goal set forth in this Contract.

OR

The Bidder is unable to meet the DBE goal set forth in this Contract, but is committed to a minimum of 0% DBE utilization on this Contract and submits the attached narrative and documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26 to meet the DBE utilization goal set forth in this Contract. Attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made. This narrative shall be submitted on company letterhead and signed.

It is the present intent of the Bidder to utilize the specific DBE firms identified in Appendix A2 in the performance of the Work under this Contract. If for any reason, one or more of the DBE firms identified in Appendix A2 are unable or unwilling to participate, the Bidder will make good faith efforts to replace the DBE firm with another DBE firm in accordance with the Information For Bidders clause entitled "Disadvantaged Business Enterprise Program (DBE)".

I _____ (print name), an officer of _____
(company name), certify that I have read the Appendix A1 – DBE Goals Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature _____ Title _____ Date _____

Officer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

ACKNOWLEDGMENT BY NOTARY PUBLIC

APPENDIX A1 – DBE GOALS STATEMENT (reverse)

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____ in the year 20____, before me, the above undersigned, personally appeared _____, the _____, of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity.

Name of Notary (print) _____

(Affix Notary Stamp Here)

My Commission Expires _____

(Notary Signature)

(Date)

APPENDIX A2: DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT

Instructions: Submit one DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each DBE firm used on this Contract.

CONTRACT NUMBER AND TITLE: _____

BIDDER:

Name of Firm: _____

Address: _____ Telephone: _____

Email Address: _____

DBE:

Name of Firm: _____

Address: _____ Telephone: _____

Description of work to be performed by DBE: _____

Calculation (supply only): _____

The Bidder is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ _____
or _____ % of the total contract amount of \$ _____. The anticipated start date is _____ and the anticipated completion date is _____

<p>AFFIRMATION of DBE</p> <p>The above-named DBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.</p> <p>By: _____ Date: _____</p> <p style="text-align: center;">Signature of Principal or Officer of DBE - Print Name and Title</p>
--

If the Bidder does not receive award of the Contract, any and all representations in this DBE Participation Plan and Affirmation Statement shall be null and void.

I _____ (print name), an officer of _____ (company name), certify that I have read the Appendix A2 – DBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of Bidder _____ Title _____ Date _____

Please Note: Only 60% of the expenditure to a DBE material supplier will be counted toward the DBE goal. Please show calculation above. Example: \$100,000 x 60% = \$60,000 estimated DBE dollar value of work. Plan cannot be accepted without calculation.

Officer of the Bidder must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

ACKNOWLEDGMENT BY NOTARY PUBLIC

APPENDIX A2

DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (reverse)

STATE OF _____)

S.S.:

COUNTY OF _____)

On the ___ day of _____ in the year 20___, before me, the above undersigned, personally appeared _____, the individual(s) of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the his/her capacity. subscribed to the within instrument and acknowledged to me that he/she executed the same in

Name of Notary (print) _____

(Affix Notary Stamp Here)

My Commission Expires _____

(Notary Signature)

_____ (Date)

ACKNOWLEDGEMENT BY NOTARY PUBLIC

**APPENDIX A4
INFORMATION ON SOLICITED FIRMS (reverse)**

STATE OF _____)

S.S.:

COUNTY OF _____)

On the ___ day of _____, in the year 20___, before me, the above undersigned, personally appeared _____, the _____, of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity.

Name of Notary (print) _____

(Affix Notary Stamp Here)

My Commission Expires _____

(Notary Signature)

(Date)

APPENDIX A5: PRE-AWARD DBE TRUCKING COMMITMENT FORM PA 3751A / 06-16

INSTRUCTIONS:

A LOW BIDDER THAT SUBMITS A DBE PARTICIPATION PLAN THAT INCLUDES AMOUNT(S) FOR TRUCKING MUST COMPLETE THIS FORM TO SHOW HOW THE COMMITMENT AMOUNT WAS ESTIMATED. THIS FORM IS TO BE ATTACHED TO THE REQUIRED "DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (APPENDIX A2)" FOR FEDERALLY FUNDED CONTRACTS.

PRIME CONTRACTORS UTILIZING DBE FIRMS WITH A "TRUCKING" CLASSIFICATION TO MEET DBE CONTRACT GOALS MUST BE AWARE THAT CERTAIN CONDITIONS MUST BE MET BY THE DBE TRUCKING FIRM IN ORDER TO BE CONSIDERED COMMERCIALY USEFUL. THESE CONDITIONS DIRECTLY AFFECT HOW MUCH PARTICIPATION CREDIT WILL BE COUNTED TOWARD THE GOAL. FOR DBE CREDIT, THESE CONDITIONS ARE OUTLINED UNDER CFR PART 26.55(d) (1) THROUGH (7).

Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates, using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may also lease trucks from non-DBE firms and owner-operators. The DBE can count the value of these trucking services up to the value of services performed by the DBE trucks used on the contract. DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.
- A lease must indicate that the DBE has exclusive use of and control over the truck for the period of the subcontract. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck

FILL OUT THE INFORMATION ON PAGE 2 FOR EACH DBE TRUCKING FIRM UTILIZED.

MAKE ADDITIONAL COPIES FOR EACH DBE TRUCKING FIRM USED ON THE CONTRACT.

PRE-AWARD DBE TRUCKING COMMITMENT INFORMATION

DATE: _____ CONTRACTOR NAME: _____

CONTRACT NUMBER: _____ TELEPHONE: _____

NAME OF DBE TRUCKING FIRM: _____

SCOPE OF WORK OF TRUCKING FIRM: _____

SUPERVISOR OF THE DAY-TO-DAY DBE TRUCKING OPERATION: _____

NUMBER OF TRUCKS _____ + _____ = _____
OWNED LEASED TOTAL

NUMBER OF TRUCKS _____
PERFORMING WORK _____

_____ X _____ = _____
RATE PER DURATION/NUMBER COMMITMENT

LIST THE PROPER PERMITS REQUIRED TO BE RETAINED BY THE FIRM FOR THE WORK FOR WHICH IT IS BEING HIRED. _____

DOES/WILL THE DBE FIRM HAVE OR BE ABLE TO RETAIN THE PROPER PERMITS REQUIRED TO PERFORM THE WORK FOR WHICH IT IS BEING HIRED? YES _____ NO _____ IF NO, FIRM CANNOT BE UTILIZED.

FOR ANY LEASED TRUCK, SUBMIT A COPY OF THE LEASE AGREEMENT.

SIGNATURE OF PRINCIPAL OR OFFICER OF TRUCKING FIRM: _____

PRINT NAME: _____ TITLE: _____

I _____ (print name), an officer of _____ (company name), certify that I have read the Pre-Award DBE Trucking Commitment Information and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature _____ Title _____ Date _____

Officer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

APPENDIX A6: DBE REGULAR DEALER VERIFICATION FORM

PA 3750A / 06-16

(To be completed by DBE firm and signed by Prime Contractor)

Project Number:	Telephone # of Prime
Prime Contractor:	
DBE Firm:	
Provide a brief description of the material(s) your firm will be supplying and the Prime is requesting be credited as a regular dealer (including item numbers and estimated quantities when possible).	
If either question is marked 'No', then the Prime cannot receive regular dealer credit for the services provided by the DBE firm. Instead, the maximum credit that could be received would be the fee or commission the DBE firm receives for its services. Before executing this form, read the attached 'Guide for Counting DBE Suppliers' which includes the official question and answer issued by the United States Department of Transportation.	
	Yes No
1. Does your firm "regularly" engage in the purchase and sale or lease, to the general public in the usual course of its business, of product(s) of the general character which will be involved in this contract and for which DBE credit is being sought?	
2. Is the role your firm will play on this specific contract consistent with the regular sale or lease of the product(s) in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?	
Authorized Representative of DBE Firm	
The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the DBE firm, that the DBE firm "regularly" engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturer's representative, or other person who arranges or expedites transactions, that the answers and information provided herein are true and correct to the best of her/his knowledge, information and belief and any false statement made in this verification 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.).	
_____ Signature of Principal or Officer	_____ Date
_____ Print Name and Title	_____ Phone Number
Authorized Representative of Prime Contractor	
The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the prime contractor, that, to the best of his/her knowledge, information and belief the DBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturers' representative, or other person who arranges or expedites transactions.	
I, Signature of Principal or Officer _____ Date _____	
_____ an officer of _____	
Print Name and Title	Company
certify that I have read the DBE Regular Dealer Verification Form and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.	
Officer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.	

ACKNOWLEDGMENT BY NOTARY PUBLIC

**APPENDIX A6
DBE REGULAR DEALER VERIFICATION FORM (reverse)**

STATE OF _____)
)ss:
COUNTY OF _____)

On the ___ day of _____ in the year 20___, before me, the above undersigned, personally appeared _____, the _____, of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity.

Name of Notary (print) _____

(Affix Notary Stamp Here)

My Commission Expires _____

(Notary Signature)

(Date)

GUIDE FOR COUNTING DBE SUPPLIERS

- The official question and answer (Q & A) issued by the United States Department of Transportation on December 9, 2011 as institutional guidance based on 49 C.F.R. § 26.55 relative to regular dealers poses two questions that must both be answered ‘yes’ in order for the DBE firm to receive regular dealer credit equivalent to 60 percent of the value for materials supplied on federally-assisted transportation projects.
- Following is the official Q & A in italics:
 - First, does the firm “regularly” engage in the purchase and sale or lease, to the general public in the usual course of its business, of products of the general character involved in the contract and for which DBE credit is sought?*
 - *Answering this question involves attention to the activities of the business over time, both within and outside the context of the DBE program.*
 - *The distinction to be drawn is between the regular sale or lease of the products in question and merely occasional or ad hoc involvement with them.*
 - *In answering this question, [the Port Authority of NY and NJ] will not insist that every single item the DBE firm supplies be physically present in the firm’s store, warehouse, etc. before it is sold to a contractor. However, the establishment in which the firm keeps items it sells to the general public should be more than a token location.*
 - *For example, a mere showroom, the existence of a hard-copy or on-line catalog, or the presence of small amounts of material that make questionable the ability of the firm to effectively supply quantities typically needed on a contract, are generally not sufficient to demonstrate that a firm regularly deals in the items.*
 - Second, is the role the firm plays on the specific contract in question consistent with the regular sale or lease of the products in question, as distinct from a role better understood as that of a broker, packager, manufacturer’s representative, or other person who arranges or expedites a transaction?*
 - *For example, a firm that regularly stocks and sells Product X may, on a particular contract, simply communicate a prime contractor’s order for Product Y to the manufacturer, acting in a transaction expediting capacity.*
 - *This means that a firm that acts as a regular dealer on one contract does not necessarily act as a regular dealer on other contracts. For example, a firm that acts as a regular dealer on Contract #1 may act simply as a “transaction expeditor” or “broker” on Contract #2. It would receive DBE credit for 60 percent of the value of the goods supplied on Contract #1 while only receiving DBE credit for its fee or commission on Contract #2.*
 - *In some circumstances, items are “drop-shipped” directly from a manufacturer’s facility to a job site, never being in the physical possession of or transported by a supplier. In many such cases, the supplier’s role may involve nothing more than contacting the manufacturer and placing a job-specific order for an item that the manufacturer then causes to be transported to the job site.*
 - *In such a situation, the supplier’s role may often be better described as that of a “broker” or “transaction expeditor” (see 49 C.F.R. § 26.55(e)(2)(ii)(C)) than as a “regular dealer.” In such a case, DBE credit is limited to the fee or commission the firm receives for its services. If the firm does not provide any commercially useful function (i.e., it is simply inserted as an extra participant in a transaction), then no DBE credit can be counted.*
- The Port Authority of NY and NJ propose that primes submit the two questions to DBEs in writing. If the DBE firm answers ‘yes’ to both questions, then the written documentation would be taken into account in the Port Authority of NY and NJ’s good faith effort determination in accordance with Section 26.53 of the federal DBE regulation set forth in Title 49 Code of Federal Regulations Part 26.
- If it were later determined that the DBE misrepresented itself or erroneously concluded that it was acting as a regular dealer, the Port Authority of NY and NJ would strongly consider this documentation in evaluating the actions of the prime and in determining whether the prime exercised reasonable due diligence by obtaining a written regular dealer confirmation from the DBE even though it later turned out to be false.
- Participation would still have to be revised, but the Port Authority of NY and NJ will fully consider the written documentation in its good faith effort review.
- The Port Authority of NY and NJ reserves the right to address any misrepresentation by the DBE firm or the prime consistent with the “Bidders Certification Statement” and other requirements and procedures for determinations of whether a contractor has acted responsibly.

BUY AMERICA CERTIFICATION (NON- ROLLING STOCK)

A bidder or offeror must submit to the FTA recipient the Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS (NON- ROLLING STOCK)

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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 ninety (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's Legal Business Name _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

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

Notary Public

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

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

If certified by the Port Authority as an SBE, MWBE, DBE or SDVOB: _____ (indicate which one and provide the date of the certification).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

3. PRICING SHEETS

Entry of Prices

- a. The prices quoted shall be typed in black figures or written preferably in black ink where required in the spaces provided on the Pricing Sheet attached hereto and made a part hereof. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars.
- 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. Bidders are advised that the Items on the Pricing Sheet correspond to the required services set forth in the Specifications.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority reserves the right, in its sole judgment, 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. In the event the Port Authority supplies such corrections to bids, the Port Authority reserves the right to compute the Total Price based upon the Unit Prices inserted by the Bidder, which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Total Price column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Delivered Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment."

PRICING SHEET
HOBOKEN INTERLOCKING

Item No.	Description	Total Quantity	Unit	All-Inclusive Unit Price *	Total Price
1	Complete double crossover trackwork unit including three (3) turnouts, a slip switch, the diamond crossing, and connecting tracks, as shown on Contract Drawing C110, including rails, timber ties, other track material and appurtenances	1	Lump Sum	\$	\$
2	Switch machines and control valves with wall mounts (see Part V.5.g)	5	Each	\$	\$
3	Turnout switch machine layouts including switch rods, connecting rods, front rods, track rods and hardware (see Part V.5.h) as shown on Contract Drawing C140	3	Each	\$	\$
4	Slip-switch switch machine layouts including switch rods, connecting rods, front rods, track rods and hardware as shown on Contract Drawing C141	2	Each	\$	\$
5	Temporary compromise joints and compromise plug rails for the staged installation of the trackwork as shown on Contract Drawings C111 through C115	1	Lump Sum	\$	\$
6	Turnout spare parts, including switch points, stock rails, and frogs (see Part V. 5. o) and Drawing C101)	1	Lump Sum	\$	\$
7	Spare turnout switch machine layouts, consisting of front rods with point detector, front swivel lugs, lock rods, operating rod assemblies, switch point lock clamps and adjustable baskets for No. 1 rod, per Spare Parts list, Contract Drawing C101	1	Lump Sum	\$	\$

PRICING SHEET
HOBOKEN INTERLOCKING

8	Spare slip-switch switch machine layouts, consisting of front rods with point detector, front swivel lugs, lock rods, operating rod assemblies, switch point lock clamps and adjustable baskets for No. 1 rod, per Spare Parts list, Contract Drawing C101	1	Lump Sum	\$	\$
9	Technical Field Support Sessions, up to ten (10) eight-hour days over up to four (4) separate trips with up to two (2) Contractor's employees (Part V. 6. h)	1	Lump Sum	\$	\$
TOTAL DELIVERED CONTRACT PRICE: (Sum of Total Price for Items 1 through 9)					\$

The "All-Inclusive Unit Price" includes, but is not be limited to, all costs for labor, supervision, transportation, supplies, tools and any and all incidental associated costs whether stated in or implied by the Specifications for these services.

LEAD TIME:

Indicate the below lead-time necessary for completion of fabrication, testing and delivery of equipment (see Part III, Section entitled "Delivery Requirements"):

_____ Weeks after return of approval drawings

**AWARD WILL BE MADE TO THE LOWEST, RESPONSIVE AND RESPONSIBLE
 BIDDER FOR THE TOTAL DELIVERED CONTRACT PRICE.**

PART V – SPECIFICATIONS, TABLE OF CONTENTS

1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Drugs and Alcohol Program 3
4. General 3
5. Material 8
6. Execution 17

Attached Referenced Specifications and Drawings:

- PATH Specifications for Timber Ties
- Replacement of Hoboken Interlocking and Station Tracks Trackwork Procurement Package

PART V – SPECIFICATIONS

1. Specific Definitions

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

“Acceptance” or “Accepted” shall mean that time at which PATH indicates in writing to the Contractor that the Items, as received, comply with the Specifications such that the Items fulfill the Contract requirements.

“Engineer” means the Chief Engineer of the Port Authority of New York and New Jersey or his/her duly authorized representatives acting within the scope of the particular authority vested in them.

“Facility” means PATH Consolidated Maintenance Facility located at 120 Academy Street, Jersey City, New Jersey 07302 and such other locations that Work may be performed pursuant to this Contract.

“Manager” means the Manager, Materials Engineering Division, Port Authority Technical Center, 241 Erie Street, Jersey City, New Jersey 07310-1397.

“Notice of Award” means the written letter from the Port Authority to the Contractor that serves as notice to the Contractor that the Contract, as of the date of the letter, is in full force and in effect.

“Special Trackwork” means special trackwork as such term is generally described and understood in the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual as Special Trackwork and as trackwork that requires special attention such as turnouts, crossovers, slip switches, frogs, and other material as required by these Specifications.

2. Work Required by the Specifications

These Specifications relate generally to the design, fabrication, testing and delivery of Special Trackwork materials shown on the Contract Drawings, which are referenced in the Section herein entitled “Contract Drawings” and as attached. All trackwork components shall be in conformance with these Specifications and Contract Drawings, unless otherwise approved in writing by the Engineer. The trackwork shall also be in conformance with the alignment designs as shown on Contract Drawings.

The Contractor shall recommend any adjustments to the design it may deem necessary to provide trackwork that ensures smooth train operations at maximum authorized speed. The Contractor shall provide design services as needed, and all labor, supervision, materials, equipment and all other things necessary for the performance of the Work.

Any reference to a specific product in these Specifications is to indicate PATH-approved products or details. Other products or details will be considered suitable if they meet the intent of the performance characteristic cited or are comparable to the product or detail cited. The Engineer shall be the sole judge as to whether a proposed substitution will be approved, and no substitution shall be ordered or utilized without the Engineer's prior written approval. The Engineer may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other assurance with respect to any approved substitution. Furthermore, the approval of any substitute proprietary item or make shall not in any way entitle the Contractor to additional compensation therefor. If the Contractor fails to deliver a PATH-approved equal, then the Contractor shall supply the item as specified herein.

The Contractor shall submit a signed affidavit by a duly authorized officer of the firm acknowledging the guarantees as stated herein.

3. Drugs and Alcohol Program

The Contractor and its subcontractors which perform regulated services (as defined in 49 CFR Part 219) for PATH, are responsible for its/their compliance with the Federal Railroad Administration ("FRA") 49 CFR 219 "Control of Alcohol and Drug Use" ("Part 219.") For the purposes of compliance, the Contractor and its subcontractors shall not be included in the Port Authority or PATH Part 219 Compliance Program and must therefore comply as otherwise set forth in Part 219. In order to perform Work covered by Part 219 after the Effective Date, Contractor and its subcontractors shall submit to PATH a written certification that the Contractor and its subcontractors are in compliance with all applicable parts of Part 219. This certification and any other documentation required by PATH or Part 219 must be provided prior to performing Work covered by Part 219 under the Contract and at least every six (6) months during the duration of the Contract, or at any other frequency determined by PATH or required by the FRA. The Contractor's, or its subcontractors', failure to comply with any provision of this numbered clause may be deemed as a substantial breach of this Contract.

4. General

a) REFERENCES

The following is a list of the publications referenced in this Section:

- i. American Railway Engineering & Maintenance-of-Way Association (AREMA) Manual for Railway Engineering and Portfolio of Trackwork Plans, including Specifications for Special Trackwork (referred to collectively as the AREMA Manual)
Note: In AREMA publications, the words "railway", "railroad", "railway company", or words of like import shall be understood to mean PATH.
- ii. European Standards (EN)
13674 Railway applications – Track – Rail

b) CONTRACT DRAWINGS

The Contract Drawings, dated November 11, 2020, which are attached hereto and form a part of these specifications bear the project title “REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE” and are separately numbered and titled as shown on Drawing G102 “KEY PLAN, PLAN REFERENCE AND INDEX OF DRAWINGS”.

The Contract Drawings do not show all the details of the Work and are intended only to illustrate the character and extent of the Work to be performed. Accordingly, subject to the approval of the Engineer, the Engineer or the Contractor may, during the course of the Work, supplement the Contract Drawings to the extent necessary to further illustrate the Work.

Before the manufacture of any portion of the Work, the Contractor shall check for accuracy of all dimensions shown on the Contract Drawings and report to the Engineer any discrepancies that may be found therein. No manufacturing Work shall occur until such discrepancies are resolved by the Contractor and Engineer.

c) **QUALITY ASSURANCE**

All the Work shall be performed in accordance with all applicable recommended practices in the AREMA Manual, the PATH Track Standards Manual, and as otherwise shown within these Specifications and Contract Drawings. The most stringent criteria shall apply, unless approved in writing by the Engineer. A copy of the PATH Track Standards Manual will be provided to the Contractor upon request.

The Contractor shall provide to the Engineer the manufacturer's certifications that they meet the requirements as specified within these Specifications and Contract Drawings for each product to be used in the Work prior to shipment.

The Contractor shall establish and maintain a quality assurance program for all aspects of the Work. The quality assurance program plan will be subject to audit by the Engineer. The Contractor shall make available all required documents needed to assure that Work is produced in accordance with the quality assurance program.

Within sixty (60) calendar days of Notice of Award, the Contractor shall submit a sample copy of the Contractor’s standard inspection forms to the Engineer for approval of format. The Contractor shall complete the approved forms during inspection of each completed portion of the Work.

Any apparent discrepancies in these Specifications and Contract Drawings shall be brought to the attention of the Engineer by means of written notice, and all modifications to the requirements shall be approved by the Engineer before fabrication of Special Trackwork.

d) **DRAWING REQUIREMENTS**

Dimensions shown on the Contractor’s drawings and catalog cuts shall be in Imperial units of feet, inches and fractions of an inch; decimals of a foot will not be acceptable. Dimensions of angles shall be in degrees, minutes, seconds and decimals of seconds;

decimals of a degree will not be acceptable. If the country of origin of the trackwork products uses the SI system, then Imperial units shall appear on the drawings in addition to the SI units. Imperial units will control.

All notes and texts on the Contractor's drawings and catalog cuts shall be in English language. Drawings shall have graphic scale.

Drawings for review shall be submitted as ten paper print copies of each drawing and by electronic means. Finalized "As-built" drawings shall be prepared incorporating any revisions required and submitted as ten paper print copies and electronic versions for each drawing.

Drawings shall have one-half inch border provided around the full perimeter of each sheet. A title box shall be in the lower right-hand corner and shall contain the following information:

- i. "Port Authority Trans-Hudson Corporation"
- ii. Contract title as it appears in the title box on the Contract Drawings
- iii. Subtitle specifying what is depicted on drawing
- iv. Name and address of the Contractor
- v. Contract number as it appears in the title box on the Contract Drawings
- vi. Date of Drawing completion

Electronic versions shall consist of drawings formatted in the latest version of AutoCAD as well as a PDF version of each drawing submitted on USB. An index of drawings containing drawing number and a description of drawings is required.

Where items are identical to each other, or where a component or a part of an item is identical to a component or a part of another item of opposite hand identity or an item of different design, then only one shop drawing of the common component or common part shall be required for submittal.

All final drawings, in their required format, must be submitted within thirty (30) calendar days after the required delivery of the spare parts. All shop and design drawings shall become the property of PATH and may be used on future projects, as PATH sees fit.

e) **SHOP DRAWINGS**

The Contractor shall provide shop drawings in addition to the Contract Drawings and any other drawings that PATH may issue in supplementing the Contract Drawings.

Shop drawings shall be submitted to the attention of the Engineer, and shall include, at a minimum, the following:

- i. Geometric Layout drawing(s) drawn at a minimum scale of 1/4"=1'-0" showing rail lengths along gauge-line and all geometric attributes at centerline

- of track, plusses and offsets for the closure area of turnout, track gauge and flangeway and other dimensions relating to the trackwork geometry.
- ii. General Layout drawing(s) drawn at a minimum scale of 1/4"=1'-0" including all tie lengths, tie spacing, tie plates, all critical dimensions and necessary data, plusses and offsets for the closure area of turnout, location of all insulated joints and switch machines, and a list of plans and references for all parts. The plans shall show the above items to the limits of Work, as shown on the Contract Drawings.
 - iii. Switch drawing(s) to dimension straight and curved points, stock rails showing full plan and elevation views, cross-sections of critical locations, the various plusses and offsets for the switch area, switch point throw dimension at the No.1 rod, heel spreads of switch points and geometric alignment.
 - iv. Frog drawing(s) and dimensions of all component parts, showing full plan view, cross-sections, toe and heel spreads and geometric alignment with all appropriate dimensions.
 - v. Switch movement layout drawing(s) showing switch movement tie framing, running rails and point rails, housing plates, switch rods, switch machine, signal rods, and the throw dimension at centerline of No.1 throw rod. If required by the design, show layout and details for helper rod system or for second switch machine.
 - vi. Plate drawing(s) showing and dimensioning each type of tie plate required by the Work.
 - vii. Catalog cuts or shop drawings showing miscellaneous parts used and special elements including, but not limited to, rail clips, screw spikes, bolts, nuts and washers to be incorporated into the Work.
 - viii. Include the track stations of Point of Switch (PS) and Theoretical Point of Frog (TPF), shown on Contract Drawings on the Geometric Layout drawings, General Layout drawings and any panelized track drawings.
 - ix. Shop drawings for material delivered as a panel shall include the approximate weight of each panel.

Within twenty (20) business days after receipt of the shop drawings, the Engineer will approve the same or require corrections or additions to be made thereon. If additions or corrections are required, the Engineer will return, within such 20-day period, one (1) set of drawings showing the corrections or additions to the Contractor for incorporation into the shop drawings. Each drawing shall be corrected as required and resubmitted until approval by the Engineer is received. Corrections, resubmissions, and approvals shall be done promptly to minimize impacts to delivery schedules.

The Contractor shall not begin the manufacture of any item that is to be incorporated into the Work until the shop drawings are approved or until notification to proceed is received in writing from the Engineer.

f) SUBMITTALS

The Contractor shall submit the following to the Engineer and the Manager:

- i. All certified test reports for chemical, physical and electrical tests required by the Section entitled “Execution” in these Specifications.
- ii. Manufacturer's certifications for each product to be used in the Work.
- iii. Certified test reports for all tests and inspections required by referenced specifications as well as for tests and inspections explicitly mentioned in this Section.
- iv. Certified test reports for 115RE and 100RB section steel rail.
- v. Certified test reports for UIC 33C1 (U69) section guardrail.
- vi. Certified test reports for manganese steel frog castings.
- vii. Certified test reports for tie pads and plate pads
- viii. All other certifications as reasonably required by the Manager, Materials Engineering Division.

The Contractor shall submit the following to the Engineer:

- i. A schedule of all submissions anticipated for approval within thirty (30) calendar days of Notice of Award.
- ii. Stress Analysis of slip switch points
- iii. Switch brace spacing memo
- iv. Geometric Layout drawings for Special Trackwork.
- v. Catalog cuts or shop drawings for approval for all trackwork products, materials or processes required by this Section.
- vi. Design calculations for location of switch heels and for the analysis of any required switch throw assistance.
- vii. The name and the location of the foundry or steel mill for out-sourced manganese steel frog castings.
- viii. General Layout drawing(s), switch drawing(s), frog drawing(s), plate drawing(s), switch movement layout drawing(s), and pre-curved track drawing(s).
- ix. Maintenance Instructions, as required in the Section entitled “Maintenance Instructions” in these Specifications.
- x. Certified legal copies of all foreign standards, as described below.
- xi. All other submittals as reasonably required by the Engineer.

Certified legal copies of all foreign standards:

Submit certified legal copies of all foreign standards to be used in the performance of the work described herein. The standard shall be in English. If an English language

version is not available from the standard writing organization, provide a copy of the standard in the original language of authorship and an accompanying English translation. Foreign standards shall be submitted not less than sixty (60) calendar days before any submittals relative to Work to be performed in accordance with the standard.

The name and location for submittals made to “the Engineer” will be provided to the Contractor in the Notice of Award.

g) **TECHNICAL SERVICES**

The Contractor shall provide technical services as follows:

- i. Verify the Contract Drawings for technical completeness.
- ii. Utilizing the Contract Drawings, finalize and submit Geometric Layout drawings.
- iii. Complete stress analysis of the slip switch points
- iv. Utilizing the Contract Drawings, finalize rail layout and tie layout for Special Trackwork.
- v. Design switch plates, turnout plates, common plates and any special tie plates as required for trackwork items.
- vi. Utilizing the Contract Drawings, and the rail and switch tie layouts prepared in accordance with the Section, and plate designs prepared in accordance with Section, prepare General Layout Drawings for the trackwork portions in accordance with the Specifications.
- vii. General Layout Drawings shall be prepared and submitted to the Engineer for approval.
- viii. Prepare and submit shop drawings after the Engineer approves General Layout Drawings.
- ix. In the interest of expediting the approvals process, the Contractor is encouraged to submit General Layout Drawings and shop drawings for individual trackwork portions as individual submissions for the Engineer’s review.
- x. Prepare detailed switch rod drawings indicating all clearances relative to ties, rail base and plates; drawings to be approved by switch manufacturer as to proper configuration, prior to submission to Engineer, for approval.

All costs incurred by the Contractor for any technical services, except for Technical Field Support specified in the Section entitled “Technical Field Support” in these Specifications, shall not be billed separately to PATH.

5. Material

a) **GENERAL**

All track materials shall be new unless otherwise specified.

Fabricate all Special Trackwork components as shown on the Contract Drawings, PATH-approved shop drawings, and in accordance with the following requirements.

Special Trackwork shall be ballasted construction on timber ties.

Special Trackwork shall be constructed with zero cant, except where standard ATC plates are used. All track outside of Special Trackwork shall be constructed with 1:40 cant.

Contact rail support ties are shown on the Contract Drawings.

The Contractor shall perform all engineering required to design and fabricate turnouts.

If the Contractor identifies a need to revise the dimensions of the components in the Contract Drawings, the Contractor shall submit CAD drawings of the proposed revision for review by the Engineer, who will determine if the revised design is acceptable.

b) **TIMBER CROSSTIES**

Timber crossties and switch ties shall be hardwood meeting the requirements specified in "PATH Specifications for Timber Ties". Supply Standard Switch Ties, 7" deep by 9" wide in length as shown on the Contract Drawings. Supply Switch Machine Ties, 10" deep by 8" wide in length as shown on the Contract Drawings.

Standard timber crossties shall be 7'-4" long. Contact rail ties shall be 8'-0" long. Both standard and contact rail ties shall have chamfered corners as shown on the Contract Drawings.

Pre-plate all ties except where indicated on the Contract Drawings. Package and deliver timber crossties as specified in the Section entitled "Packaging and Delivery" in these Specifications.

c) **RUNNING RAIL**

Rails for use as running rail shall be 115RE section or 100RB section, as indicated on the Contract Drawings, rolled within one (1) year of Notice of Award and meeting all requirements of the current edition of the AREMA Manual and as further specified herein below. 100-8 rail is an acceptable alternative to 100RB. Steel rail shall be clean and manufactured from a mill that has supplied a minimum of 5,000 tons of rail to Northeastern United States transit agencies with this rail being in service for a minimum of five (5) years.

Running rail shall be high strength. Head hardened rail will be accepted. Surface and internal hardness properties shall conform to the requirements of the AREMA Manual. Rails shall be free from shatter cracks. The Contractor shall indicate the method of hydrogen elimination used in the manufacture. Rails shall conform to the

requirements of the AREMA Manual for ultrasonic testing, interior condition and macroetch standards.

Submit certified results of all chemical, metallurgical, and physical properties tests required by the AREMA Manual.

Surface imperfections of any size occurring in any number, deemed excessive by PATH's Inspector at the final point of receipt or delivery, will be rejected.

Unless otherwise noted on the Contract Drawings, running rails shall be delivered in 39-foot and 80-foot lengths, with two (2) holes drilled at each end to allow for welding.

d) GUARDRAIL

Frog guard rails shall be 33C1 rail (formerly known as UIC U-69 or UIC-33) furnished to lengths shown on the Contract Drawings, in accordance with EN 13674 with a minimum hardness of 350 BHN.

Submit certified results of all chemical, metallurgical and physical properties tests required by the UIC technical specifications.

e) FROGS

Frogs shall be solid cast manganese frogs with bolted joints. Manganese frogs shall be in accordance with AREMA Portfolio Plan 671 except as modified herein. Castings shall be manganese steel in accordance with AREMA Portfolio Plan 100 Section M2. Castings shall be three shot explosion depth hardened with a minimum hardness of 352 BHN. AREMA Portfolio Plan 100 Article M2.7.5 is not applicable. Frogs that are not appropriately hardened are not acceptable.

Radiographic testing shall be done in accordance with AREMA Portfolio Plan 100 Article M2.5 Workmanship. Submit test results to the Manager and the Engineer.

Flangeways shall be as per AREMA Portfolio Plan 600 as modified herein:

- i. Flangeway shall be 1-3/4" deep by the width shown on the plans or as determined by the Contractor.
- ii. At point of frog, wing riser and depression of the point shall be omitted (tread area shall be level and flat throughout)

Toe and heel rails shall comply with all requirements for 115RE rail as stated herein.

f) SWITCHES

The switch points shall be designed to the geometry shown on the plans. The points shall be fabricated from 115 RE head hardened rail that meets AREMA requirements of high strength rail. The switch rail shall have no rail cant.

The switch point rails shall be capable of being laid upon a true flat surface without appreciable twist (change of cant). The points shall be also capable of lying flat (no camber) along their plates.

Welds are not allowed within the flexible portion of the switch point rails.

Double Point Design:

The furnished trackwork shall provide continuous guarding through the switch and closure area by use of a double-point guarded switch. An existing 115 RE guarded switch design for the geometry required at Hoboken does not exist. The Contractor shall design the switch in accordance with industry practices and as follows:

- i. The double point shall consist of a 'long point' to provide continuous support when the switch is closed and a 'short point' to act as a restraining rail when the point is open. The long point shall be 115 RE.
- ii. The design shall use 33C1 rail for the 'short' guarding point consistent with the existing installation. For any necessary deviations determined in the final design, as agreed to by the Contractor and PATH, the Contractor agrees that any additional associated costs are included in its Bid price and shall not be separately charged to PATH.
- iii. The 33C1 rail used for the 'short' point shall be continuous through the switch and closure area, to a point where a joint is required for installation.
- iv. The long point rail shall be continuous to the frog.
- v. The points shall be supported on slide plates for a sufficient length to allow the double point to flex adequately when the switch is thrown. The slide plates shall include a number of rollers as required to assure smooth operation of the switch. The slide plates shall also include sufficient stops to properly align the double point when it is opened and acting as a restraining rail.
- vi. Regardless of the rail section used for the short point, the switch shall be furnished with a floating heel block. The floating heel block shall be generally as shown on the plans, although the final design shall be by the Contractor. The floating heel blocks shall consist one bolted separator blocks between the switch rail and the restraining guard rail. Stops shall be affixed to the long and short points and the stock rail as required to maintain alignment of the double point in both positions.

Switch points section shall generally conform to the AREMA Detail No.5100 (Samson) switch point design in accordance with AREMA Plan 221, with 1/4" riser. Switch points shall be uniform riser design with runoff beyond the heel of switch. Wherever possible, the machined gauge face of the switch points shall match the gauge face of the parent rail section. Maintain a minimum head radius of 5/8" at the gauge corner.

Contractor shall provide shop drawings with detailed cross-sections at regular intervals starting at the point of switch, showing relationship of switch point with

stock rail and for double-rail points, the guard rail. Cross-sections shall also include the starting point of the full 1/4" riser as well as several stations beyond. Switch point thickness shall be shown at each cross-section.

Sufficient switch rods shall be incorporated to ensure proper alignment of the points when the switch is thrown. Points shall move satisfactorily with the machines as shown on the approved shop drawings and shall fail to lock up mechanically when a 3/8" obstruction is inserted anywhere in the moving part of switch rail.

Where possible, spacers and heel blocks shall be attached to the stock rail rather than to the switch point.

Switch points shall be drilled to facilitate the lock and detector rod clamp bolt heads per switch point layout. Bolt heads shall be 1-1/2" square.

Stock rails shall be undercut in accordance with AREMA Plan 221, Detail No. 5100. The length of the undercut shall be from 12 inches ahead of the point of switch to the end of the switch side planning. For welded turnouts, stock rails shall be of sufficient length to provide thermite welds clear of the switch area.

Stock rails shall be braced on the field side in advance of and through the switch area with boltless adjustable braces. The number and location of braces shall be determined by the Contractor consistent with similar-radius switches used under loading similar to what is found on the PATH system. The Contractor shall submit a memo outlining the approach taken to selecting the number and location of braces for review by PATH. The memo shall be submitted with the Geometric Layout shop drawings. The design of the brace shall be an improved type consisting of a raised block, a brace fitting within the fishing area of the rail and one or more cover plates or wedges which with an elastic rail clip hold the brace in position and allow adjustment. A portion of the raised block shall extend over the brace to capture it from being removed vertically. Bolted braces or Bethlehem-style boltless adjustable braces are not permitted.

Switch housings shall be manufactured in accordance with AREMA Specification M2, or shall be manufactured from ABRO 400 abrasion resistant steel plate, having a Brinell hardness of 400. Plate thickness shall be one inch.

On switches where both points are housed, the maximum back-to-back of the housings shall be 53.0" regardless of the gauge of the track.

The design and furnishing of the switch points is included in this contract and is the responsibility of the Contractor.

g) SWITCH MACHINE

The Contractor shall also furnish the following material: five (5) switch machines and five (5) control valves with wall mounts.

All switch machines shall be Model A-10 Switch Machine 5” Cylinders, with covers, right hand, part number N159020, left hand part number N163419 by Ansaldo STS USA (Ansaldo), Suite 112, 200 American Metro Boulevard, Hamilton, N.J. 08619-2320, or PATH-approved equal in fit, form and function. Salient characteristics of the switch machine include the following:

- i. Electro-Pneumatic operation compatible with existing PATH switch control system and existing PATH control valves. In addition to the operating rod, the switch machine shall include an integral circuit control and lock rod.
- ii. Meets the electrical and mechanical requirement of the AREMA C&S Manual for Electro-Pneumatic switch machines.
- iii. Interchangeable for right-hand and left-hand operation with exception of lock rod.
- iv. Able to fit within the available clearance envelope vertically relative to the top of rail elevation and horizontally from the gauge line of the near rail as shown in the plans.
- v. Compatible with the PATH standard head block dapping and switch machine plates.

All switch machines shall be configured at the factory to suit each application. Switch Machines shall be stenciled with identifying switch number on each machine.

Control valve shall be Ansaldo Part No. N279369, with CP valve and wall mount, or PATH-approved equal in fit, form and function such that the control valve is compatible with the approved switch machine and the existing control system.

Switch machines and control valves shall be painted in the factory.

The standard Ansaldo A-10 switch machine plates shall be directly bolted to the trackwork plates on either side of the operating rod and lagged to the dapped head block timbers. No modifications will be permitted to the standard plates.

See Sections for “Fabrication, Workmanship and Materials” and “Packaging and Delivery” for requirements and instructions.

- h) SWITCH RODS, SIGNAL RODS AND SWITCH POINT LOCK CLAMP
- Coordinate the design of the switch rod layouts with the switch machine manufacturer to ensure proper fit and operation of the complete switch layout, relative to the placement of the switch ties. Furnish all necessary mounting hardware to fasten baseplate onto dapped ties, and machine onto baseplate and connect machine to the switch layout, including:
- i. Front rod assembly
 - ii. Lock rod assembly

- iii. Operating rod assembly
- iv. Track rods assemblies, as required

Switch machines shall be electrically insulated from running rail potential. This shall be accomplished utilizing insulated switch rods and tie pads under switch machine baseplates.

The switches, including all parts and components provided by the Contractor, shall be designed, tested and constructed so that the power operation is reliable and complies with the Federal Railroad Administration's 3/8" obstruction test. The switch shall be adjustable so that in either position, when the switch is held open with a 1/8" obstruction at 6" from the point of the switch, the switch machine will indicate switch point closure and when held open by a 1/4-inch obstruction at the same location, the switch machine will indicate switch point failure.

Distance from center line of switch machine, to the gauge line of the nearest stock rail shall be as shown on the Contract Drawings. No portion of the switch machine shall extend above the top of rail elevation.

The switch machine shall move all points of the switch at the same time. The points shall be secured to each other with insulated switch rods that fully extend under and beyond the stock rail base a minimum of 3" in either switch position.

Furnish insulating (non-conductive) vertical switch rods made of an approved pultruded composite material, equipped with adjustable vertical rod type clips. Clips shall be fastened to rods with bolts, security locknuts and cotter pins. Clips shall fasten to point brackets with 1-inch pin, retained in the clip. Point brackets shall be designed to bolt into the web of the switch rail. Design adjustable switch rods with a throw of 3-3/4" at the No.1 rod. A minimum of 1/8" and a maximum 1/4" clearance shall be provided between the top of switch rods and base of stock rails. All switch rods shall project under and beyond the stock rail base a minimum of 3" in both thrown positions.

Contractor shall furnish and deliver six (6) switch point lock clamps, as manufactured by G&B Specialties Company, Berwick, PA 18603, or PATH-approved equal in fit, form and function such that the clamps fit the 115RE section and can be locked using a PATH standard padlock.. The Contractor shall submit shop drawing for switch point lock clamps.

i) **TRACKWORK INSULATION**

To ensure proper operation of PATH's ATC system, additional insulation is required compared to previous PATH-procured trackwork:

All standard plates shall be fully insulated Pandrol USA SRS plates, as shown on the reference plans, or PATH-approved equal in fit, form and function. These plates include a 3 mm HDPE tie pad, insulated bushings for each screw spike and insulated

clips and rail-seat pads. PATH will provide plans of the standard plate to the successful bidder.

Salient characteristics of the standard tie plate include the following:

- vi. One-piece ductile iron casting suitable for 100-8 and 115 RE rail.
- vii. Must be compatible with type "e" Pandrol rail clip e2055.
- viii. Dimensions as specified in the referenced drawing.

All Special Trackwork plates shall at a minimum include a 3 mm HDPE tie pads and insulated bushing for each screw spike. Where possible, include Pandrol 'e' clip insulators and rail-seat pads.

j) **PLATES, SPRING CLIPS AND SCREW SPIKES**

Plates shall be designed flat (without cant) throughout the limits of Special Trackwork plates as shown on the Contract Drawings. Switch plates for supporting stock rails and shallow depth switch points shall provide for the elastic fastening of stock rails both on the gauge and field sides throughout.

All rails shall be fastened with elastic clips. Within the switch point area, the stock rail fastening system shall be Pandrol 'e' 2055 clips or braces on the field side. Braces shall be as further described in article 5.f. In areas of guard rail, the running rail fastening system shall be Pandrol 'e' 2055 clips for the gauge and field side.

Pandrol 'e' 2055 clips shall be used for all other rail fastenings. No substitutions will be permitted except as described above.

- i. Except where otherwise explicitly permitted by these Specifications and Contract Drawings, the toe load on each Pandrol rail clip shall be 2750 lbs, plus or minus 10 percent.
- ii. Pandrol clips shall not interfere with joint bolts. Pandrol Modified 'e' clips or PATH-approved equal shall be used at all bonded insulated joint locations. Pandrol "C" clips or approved equal shall be furnished at all bolted joints and all field weld joint locations, to accommodate temporary joint bars.

Tie plates shall be manufactured of cast or rolled steel. Fabricated plates will be accepted for locations requiring an individual plate design such as may be required at frog plates, switch heel plates and gauge plates. Fabricated plates shall be of rolled steel and in accordance with all the requirements of AREMA Specifications for Special Trackwork and Section entitled "Trackwork Insulation" in these Specifications.

The frog shall be secured to frog plates using Pandrol 'e' clips inserted into Pandrol shoulders welded onto plates. Contractor shall demonstrate during shop inspection that frog plates can accommodate replacement frogs without modification to the frog plates. This shall be done assembling the turnout using a second frog.

All switch, frog and other turnout plates shall be rolled mild steel in accordance with AREMA Portfolio Plan 100 Article M7 and ASTM A36 or cast ductile iron in

accordance with AREMA Portfolio Plan 100 Article M5 and ASTM A536, Grade 65-45-12.

Metal components shall be corrosion-resistant, consistent with strength and hardness requirements. Metal components shall not be brittle, able to withstand handling at negative 29 degrees Celsius, and be sufficiently ductile to withstand installation and maintenance activities.

All screw spikes shall be high strength in accordance with AREMA Chapter 5, Part 10 and have sufficient length to provide full thread engagement and an adequate portion of the shank engaged with the timber tie. Different length screw spikes for different plate thicknesses may be used if required to provide full engagement in the tie.

k) STEEL RAIL JOINT BARS, COMPROMISE BARS

All non-insulated rail joints shall be furnished with new joint bars matching the rail section. Joint bars shall have three holes in each rail end unless otherwise noted on the Contract Drawings and with two holes in each rail end for thermite welding, unless otherwise noted on the Contract Drawings.

l) INSULATED RAIL JOINT BARS

Where possible and except where noted otherwise on the Contract Drawings, insulated joints shall be shop-assembled, bonded units manufactured by Allegheny Rail Products, Koppers or other PATH-approved equal in fit, form and function with 3/16" end post. Factory shop-assembled, bonded insulated joints shall comply in all respects with Section 3.8 in Chapter 4 of the AREMA Manual. Provide certified qualification test results from within three years of installation that demonstrate compliance with AREMA requirements.

Field installed non-bonded insulated joints shall be steel bars encapsulated by an insulating material, and in conformance with Section 3.9 in Chapter 4 of the AREMA Manual.

All insulated joints shall be suspended over tie cribs. Any raised brand on web of rails within joint bar area shall be ground flush with web. Insulated joint bar locations are indicated on the Contract Drawings.

m) INSULATING TIE PADS

Use insulating tie plate pads as required by the Section entitled "Trackwork Insulation" in these Specifications.

All castings and miscellaneous track appurtenances shall be manufactured in accordance with all the requirements of AREMA Specifications for Special Trackwork including, but limited to, Specifications M2 through M11.

Submit certified results of all chemical, metallurgical and physical properties tests required by the AREMA Manual.

n) **BOLTS, NUTS AND WASHERS**

Bolts, nuts and washers shall meet all requirements of the AREMA Manual and AREMA Specifications for Special Trackwork, Section 100 of the AREMA Portfolio of Trackwork Plans.

Submit certified results of all chemical, metallurgical and physical properties tests required by the AREMA Manual.

o) **SPARE PARTS**

Furnish spare parts, as per the "List of Turnout Spare Parts", shown on Contract Drawing C101.

All replacement (spare) stock rails, points and frogs shall be furnished blank (no drilling) and the same length as the original design. Provide shop drawings of replacement parts for PATH review prior to fabrication.

6. Execution

a) **SLIP SWITCH POINT DESIGN AND STRESS ANALYSIS**

The switch points on the existing 5E-9W Slip Switch have had a history of breaks requiring frequent replacement. Where switch points are jointed to frog casting, provide relief for bending stresses caused by throw of switch. Bend joint bars to alignment of fully opened switch point and assemble joint with pipe thimble sleeve. Rail base relief may be omitted if full movement of point is accommodated in heel joint connection.

Alternative designs may be acceptable if accompanied by a stress analysis that demonstrates that the stress in each switch point in both thrown positions is within acceptable limits.

b) **FINAL DESIGN AND DETAILING**

The Contractor shall prepare the final design and detail drawings for Special Trackwork in accordance with these Specifications and Contract Drawings and submit them to the Engineer for approval prior to any fabrication.

Track gauge shall be 56-1/2" throughout as indicated on the Contract Drawings. Flangeway width shall be as indicated on the Contract Drawings. Flangeway depth shall be 1-3/4" minimum. All running rails shall be level without cant within the turnout, except where ATC plates are used, as shown on the Contract Drawings. Guardrails shall be mounted as shown on the Contract Drawings. Switch throw at the centerline of No.1 throw rod shall be 3-3/4". Minimum opening between the field face of a switch point head on an open point and the gauge line of its stock rail shall be 1-3/4" minimum.

Design Parameters and Operating Conditions:

- i. Multiple unit electrically propelled trains with a design speed of 8 mph with allowance for up to a 5 mph overspeed. Electrification is by a contact (third) rail with spring-loaded contact shoes allowing DC current from the top-running contact rail to power the train.
- ii. The design axle loads are 26,000 pounds subject to a 300 percent impact factor.

c) TIE, RAIL AND PLATE LAYOUTS

Tie layouts shall be in accordance with the tie dimensions and tie spacing of tie layout plan as provided and approved in the Contract Drawing and as determined by the Contractor. Switch machines shall be mounted to dapped ties.

All ties shall be laid perpendicular to the centerline of the main or straight track route of the turnouts, unless otherwise noted on the Contract Drawings. The desired tie center-to-center spacing shall be 18". A minimum spacing of 16" and a maximum spacing of 24" may be used where required, except where otherwise shown on the Contract Drawings. Tie center spacing shall be in whole inches where possible.

Rail joints in the opposite rails of the same track shall not be located over the same tie crib but shall be staggered by a minimum of one (1) tie crib. Rail joint locations shall be designed to permit panelized assembly of the turnout into frog and switch panels. Rail joints shall be staggered in such a manner as to permit the installation of the crossing diamond panel first followed by installation of the switch panels. No panel shall exceed 50' in length.

Rail end drilling for 115RE rail:

- i. For bolted joints, bolted insulated joints and bonded insulated joints, drill three (3) holes at 3-1/2", 9-1/2" and 15-1/2" from rail end.
- ii. All joint bar holes shall be 1-1/8" in diameter and 2-7/8" above base of rail.

Rail end drilling for 100RB rail:

- i. For bolted joints, bolted insulated joints and bonded insulated joints, drill three (3) holes at 2-21/32", 9-29/32" and 15-13/32" from rail end.
- ii. All joint bar holes shall be 1-1/8" in diameter and 2-65/128" above base of rail.

Furnish two (2) 36" long heat-treated joint bars and four (4) track bolts with high-chrome spring washers and square nuts for each interim bolted joint. Rail lengths shall be designed in accordance with these specified rail gaps and rail ends.

All rails of less than 750' radius must not be sprung to line but shall be pre-curved in a machine.

Insulated joints shall be located as shown on the plans. The minimum stagger shall be 18" and the maximum stagger shall be 40". Insulated joint assemblies shall be located to avoid being overlapped by the envelope of the power contact shoe as shown on

Contract Drawings. Furnish all insulated joint assemblies as required for Special Trackwork.

The Contractor shall design and furnish cast steel manganese frogs for turnouts in accordance with the Section entitled "Frogs" in these Specifications. Frogs of the rail bound manganese design will not be accepted.

The Contractor shall design and furnish guardrails as shown on the Contract Drawings.

Submit design calculations for the determination of location of switch heels and the determination of any required switch throw assistance to the Engineer for approval.

All rail ends drilled for bolting shall be beveled in accordance with AREMA practices.

d) FROG DEPTH HARDENING

Castings shall be explosive depth hardened or otherwise treated in accordance with the AREMA Track Portfolio, Plan 100, Article M2.7. AREMA Portfolio Plan 100 Article M2.7.5 is not applicable. Frogs that are not appropriately hardened are not acceptable. After the castings are hardened, an approved testing agency shall inspect each casting as follows:

- i. Visual inspection or penetrant testing for cracks, flaws or porosity.
- ii. Hardness in accordance with ASTM E10.

Shop Drawings shall specify the procedures to be used in the depth hardening process, the portions of each frog that are to be depth hardened, and the Brinell hardness pattern that the Contractor normally achieves with such procedures.

Submit reports of the tests and inspections for review. Repair defective castings damaged because of this inspection as specified below. Re-harden castings rejected for lack of hardness at no additional cost. Defects detected in the immediate wheel running surfaces of the castings shall be rejected and not be repaired. Replace non-repairable castings at no additional cost.

Repair defects in the castings in accordance with the AREMA Portfolio, Plan 100, Article M2.6, as modified herein. Defects repaired by welding shall be made only by shielding manual arc welding or semi-automatic arc welding, in accordance with AWS D1.1, latest issue. Only use manganese filler to repair defective areas.

After weld repairs, the independent testing agency shall re-inspect the repaired areas of the castings, in accordance with ASTM E94 and determine the Acceptance of the castings.

The tolerance for Brinell hardness shall be negative 10 Brinell points. The maximum shall be open, but subject to metallurgical assessment of steel structure determining that the hardness is not detrimental to the product.

e) **FABRICATION, WORKMANSHIP AND MATERIALS**

All materials to be fabricated under this Contract shall be new, prime quality items. Refurbished or reconditioned parts shall not be furnished and shall not be accepted. Materials rejected by others shall not be furnished and shall not be accepted.

The finishing of all items to be incorporated into the Work and required grinding or planning shall be true and shall permit all abutting surfaces to fit accurately.

All drilled holes shall be free from burrs and cracks, and their edges ground to a slight radius.

Any deficient parts or components of Special Trackwork shall be repaired in accordance with AREMA recommended practices. If a part or component cannot be repaired with practices approved by AREMA, then that part or component shall be replaced with a new part or component.

Switch points, frogs, rails, plates, ties and other parts shall be permanently identified and marked by aluminum or stainless steel tags, raised characters or stamped characters and shall have painted characters to facilitate installation in the field, based on standard industry practice. Identification tags and their marking shall be of sufficient size to permit in-track identification. Marks for identifying rails, plates and ties shall also appear on the plans of the shop drawings. The rail bases shall be marked with paint stripes marking the location of each tie under the rails and rail ends shall be painted to indicate abutting rail ends to facilitate installation in the field by others.

f) **ASSEMBLY, TEST OPERATION OF SWITCH AND INSPECTION**

The Contractor shall assemble the crossover in its entirety on a true horizontal floor, so that the Special Trackwork can be checked by the Engineer for conformance to the approved Shop Drawings regarding fit and alignment.

Contractor shall give the Engineer notice thirty (30) calendar days prior to each shop inspection.

Each switch machine shall be fastened to the dapped ties. The switch movement(s) shall be connected to the throw rod(s) with approved connecting rod(s). Switch movement(s) shall be operated with 90 pounds per square inch compressed air to test the switch for satisfactory operation. In addition to satisfactory operation, Acceptance shall be based on Contractor's provision of adequate dimensional clearances to permit unrestricted movement and reasonable maintenance access; any adjustments or alterations required to achieve Acceptance shall be at the Contractor's expense.

Upon Acceptance by the Engineer, the Contractor shall ship switch machines, switch rods, brackets, and tie pads, to PATH at Waldo Signal Shop to the attention of the Engineer or Manager, at 122 Academy Street, Jersey City, NJ 07302.

Individual components to be inspected shall include the switch points and their companion stock rails, the finished frogs, fabricated plates and clip housings, chairs and other welded items, cast plates, fabricated plates, blocks, rails and ties. The inspection shall include the fully assembled interlocking Special Trackwork fully fastened with all fasteners and rail clips. The Engineer may choose to waive certain inspections at the plant but in all cases the Contractor shall conduct its own inspection of parts and the fully assembled crossover. The Contractor shall submit results of its own inspections to the Engineer using inspection forms in accordance with the Section entitled "Quality Assurance" in these Specifications.

The Engineer and/or duly authorized representative(s) shall have free entry to the Contractor's manufacturing facility during normal working hours. The Engineer reserves the right to inspect the trackwork during any or all stages of manufacturing.

g) **PACKAGING AND DELIVERY**

The Contractor shall furnish and deliver Special Trackwork portions, including switch machines, ties and Special Trackwork spare parts, in accordance with the Specifications and Contract Drawings. Special trackwork items and spare parts shall be delivered as specified below.

Upon approval by the Engineer, after the Contractor's inspection, or in the case where the Engineer waives his/her inspection, the Contractor shall prepare the crossover for shipment as follows:

- i. Switch portion of turnouts shall be panelized less the switch machine and switch operating layouts. Switch point and stock rails shall remain fully clipped to their plates.

Indicate prominently, the weight of each panelized section. Estimated panel weights shall be included on the shop drawings. Actual panel weights shall be provided to PATH 90 days prior to shipment.
- ii. The switch machines shall be removed from the switch and repackaged in their original packaging.
- iii. All bolt, nut and pin assemblies for the switch rods and switch machine mounting plates shall be coated with a liberal application of an approved anti-seize compound.
- iv. All switches, rails and frogs shall be painted with markings identifying the item, the adjoining item to which it will be joined and the Turnout number. Rail flanges shall be paint marked to indicate each tie plate location.
- v. All ties shall be tagged with a mark number using aluminum or stainless steel tags.

- vi. The centerline of the track should be marked on the ties. A white paint stripe shall be painted down the centerline of each tie connecting all the marks for the entire length of trackwork.

All components and parts of any one trackwork item shall be delivered at the same time except for spare parts, which may be delivered later as mentioned within this Section.

Trackwork shall be shipped by rail to PATH's Waldo Yard, if manufactured in the United States or in open top containers if manufactured overseas. PATH forces will unload all deliveries that are shipped by rail.

All truck deliveries shall be F.O.B. Destination to Port Authority Trans-Hudson Corporation, Waldo Stockroom and Signal Shop, 122 Academy Street, Jersey City, NJ 07303. PATH forces will also unload all deliveries that are shipped by truck. Contractor shall give the Engineer notice fifteen (15) business days prior to each scheduled truck delivery.

All deliveries must be made during regular business hours between 7 a.m. and 12 noon at the locations specified herein. No deliveries shall be made on Saturdays, Sundays or holidays within the State of New Jersey, unless otherwise approved by the Engineer.

- i. Confirmation notice within forty-eight (48) hours in advance of deliveries except for signal-related material shall be made to the Track Supervisor at (973) 900-3013
- ii. Confirmation notice within forty-eight (48) hours in advance of deliveries for signal-related material (consisting of switch machines and switch point lock clamps) shall be made to the Chief Supervisor of Signal Construction at (201) 216-7078.

Delivery of Special Trackwork will be deemed complete only after the Engineer conducts an inspection of these products and determines that they are satisfactory in regards to their conformance to the approved designs, that they are of the proper quantity, and that they are in a satisfactory condition after shipment. The Contractor, at his/her own expense, shall replace any products that the Engineer determines are in non-conformance with the approved designs, or are damaged. The Contractor, at his/her own expense, shall supply additional materials if any shipment is found to be of insufficient quantity.

- i. This inspection will be conducted by PATH no later than three (3) business days after receipt of delivery of Special Trackwork.
- ii. The Contractor, at his/her own expense, shall be present when the Engineer conducts this inspection. PATH will arrange the inspection time with the Contractor. If the Engineer has determined that the materials delivered are not satisfactory, then the Contractor may conduct his/her own inspection, in the presence of the Engineer.

Contractor shall deliver all items required for each panel, all switch rods, switch machines and valves within eighteen (18) months of Notice of Award, and all spare parts within in twenty-four (24) months of Notice of Award.

h) TECHNICAL FIELD SUPPORT

The Contractor shall provide, as requested by the Engineer, technical field support sessions. The Engineer will notify the Contractor at least thirty (30) calendar days in advance of the time when a technical field support session will be required.

PATH anticipates not more than ten (10) eight-hour days, over up to four (4) separate trips, of technical field support sessions at the project site. Not more than two (2) sessions will be held on consecutive days. The Contractor shall assume it may need up to two (2) Contractor employees for each session. Compensation to the Contractor shall be pursuant to the “All-Inclusive Unit Price” inserted in the Pricing Sheets for these sessions, and as approved by PATH, for the actual number of sessions held. Said “All-Inclusive Unit Price” shall include, but not be limited to, all costs for labor, supervision, transportation, tools, materials and any and all incidental associated costs whether stated or implied for these technical field support sessions.

A technical field support session shall consist of installation techniques and procedures, supervision in the technical aspects of the installation work, rendering advice in overcoming any technical difficulties that may arise, and observing the operation of test train.

The persons providing this technical field support shall have expert knowledge of the design, fabrication, assembly, installation and operation of railway turnouts.

Contractor’s employees providing technical field support sessions must undergo PATH Railroad Safety Training prior to the sessions.

i) MAINTENANCE INSTRUCTIONS

Maintenance Instructions shall be provided by the Contractor for the various Special Trackwork components. Maintenance Instructions shall include the following:

- i. Schedule of all components per turnout complete with reference drawing list, part identification numbers and pertinent data for replacement ordering.
- ii. Periodic maintenance schedule for all components of the Special Trackwork, including:
 - a. Critical locations that require lubrication and type of lubrication to be applied and frequency.
 - b. Components that require adjustments or tightening.
 - c. Components that require detailed periodic inspection, and the frequency for which they should be inspected.
- iii. Title sheet listing the Project Name, Contract Title, date of issue, name, address, e-mail, fax, and telephone number of the Contractor.

- iv. Names, addresses, and telephone numbers of Subcontractors and Suppliers responsible for Special Trackwork components.
- v. Table of Contents listing the maintenance data and other information included in the manual

j) **WARRANTY**

Notwithstanding the Specifications and Contract Drawings forming a part of this Contract, any inspection or approval of the Special Trackwork by the Engineer, or the existence of any patent or trade name, the Contractor nevertheless warrants and represents that the Special Trackwork supplied to PATH hereunder shall be of the best quality and shall be fully fit for the purpose for which it is to be used. The Contractor unconditionally guarantees all equipment against defects or failures of any kind, including defects or failures in design, workmanship and materials, excepting solely defects or failures that the Contractor demonstrates to the satisfaction of the Engineer have arisen solely from accident, abuse or fault of other than the Contractor.

The Contractor shall provide a warranty for all items under this Contract for a period of two (2) years from date of in-service installation or three (3) years from date of delivery to PATH, whichever is longer. The Contractor agrees that it will make available to PATH replacement equipment, parts and service of equipment under the warranty.

In the event of defects or failures in said Special Trackwork, or any part thereof, then upon receipt of notice thereof from the Engineer, the Contractor shall correct such defects or failures by immediately reconstructing, repairing or making such alterations or replacement of said Special Trackwork or any part thereof as may be necessary or desirable, in the sole opinion of the Engineer, to comply with the above guarantee, at no cost to PATH.

SPECIFICATIONS FOR TIMBER TIES

1. GENERAL

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

2. MATERIALS

- A. Ties shall be produced from oaks and from mixed hardwoods listed in the AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.1 “TIMBER CROSS TIES”, except that the following species shall not be accepted:
 - a. Douglas fir
 - b. Firs
 - c. Gums
 - d. Hemlocks
 - e. Larches
 - f. Pines
 - g. Redwoods
 - h. Spruces
- B. At least 50-percent of ties shall be oak.
- C. For all ties in special trackwork, 100-percent of ties shall be oak.

3. QUALITY AND FABRICATION

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

4. DESIGN

- A. Special trackwork, cross ties and contact rail ties shall be dimensioned as shown on the Contract Drawings.
- B. Thickness, width and length specified are minimum dimensions for green ties. Dry or treated ties may be a quarter inch thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

5. MACHINING, INCISING AND ANTI-SPLITTING DEVICES

- A. All ties shall be incised and have anti-splitting devices applied prior to seasoning. Incising shall be performed in accordance with AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.6.2 “PREPARATION OF MATERIAL PRIOR TO TREATMENT”.
- B. Only use dowels or nail plates. Strip irons shall not be accepted.
 - a. Nail plates shall measure six inches by eight inches.
 - b. Dowels shall be steel, with either three or four flutes, and shall be 1/2-inch diameter with 3/8-inch root diameter. Dowels shall be 8-3/4 inches long.
- C. Dowels or nail plates shall be applied to each end of each tie in accordance with AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.1.6 “SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES” and Section 3.1.7 “APPLICATION OF ANTI-SPLITTING DEVICES”.
- D. Machining for all ties shall be performed in accordance with AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.1.4 “SPECIFICATIONS FOR MACHINING CROSS TIES”.

6. CONDITIONING AND SEASONING

- A. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either air-drying, Boulton Drying, or live steaming.
- B. The conditioning process shall conform to AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.6.3 “CONDITIONING PRIOR TO TREATMENT”. The process shall reduce the moisture content of oaks to a level of 50-percent or less and of the mixed hardwoods to a level of 45-percent or less.
- C. Chamfered Tunnel Ties
 - a. For chamfered tunnel ties, install both dowels and nail plates. Nail plates shall be two inches by eight inches.
 - b. Dimensions of the chamfer shown on the plans are minimums for green ties. On dry treated ties, the length and depth of the chamfer may be plus or minus one quarter inch from the dimension shown on the plans, as measured from the bottom of the tie.

7. TREATMENT

- A. Ties shall be treated with a creosote-coal tar solution (Grade C composition minimum) in accordance with the AREMA Manual for Railway Engineering, Volume 1B, Chapter 30, Part 3, Section 3.7.2 “TREATMENT”.
- B. Treatment shall be by the full cell process to obtain the maximum net retention. Retention shall be a minimum of eight pounds per cubic foot or refusal.

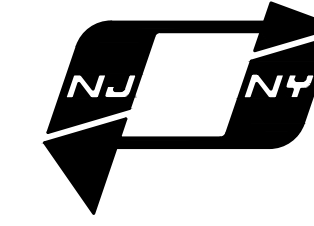
8. MARKING, BUNDLING AND DELIVERY

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

9. INSPECTION AND CERTIFICATION

- A. The Engineer may inspect ties at any time before, during, or after treatment for conformance to the specifications. Additional inspection after delivery may be made to ensure ties conform to these Specifications.
- B. The Manufacturer shall furnish a notarized certificate of compliance for each load of ties stating that the ties meet the requirements of these Specifications.

PORT AUTHORITY TRANS-HUDSON CORPORATION



PATH

REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

CONTRACT No. PAT-774.175

No.	Date	Revision	Approved

Reza Maleki
for CHIEF OF DESIGN
E/A DESIGN DIVISION
Dorian R. Stone
PROGRAM DIRECTOR
Matthew E. Boyle
for CHIEF ENGINEER/DIRECTOR

12-04-2020
DATE
12/7/20
DATE
12/04/2020
DATE



**PORT AUTHORITY
TRANS-HUDSON CORPORATION**

HNTB CORPORATION
1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
NJ Professional Engineer # 24GE04843300
NJ Certificate of Authorization # 24GA28000700

No.	Date	Revision	Approved

ENGINEERING DEPARTMENT			
PATH			

GENERAL	
Title	REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

KEY PLAN, PLAN REFERENCE AND INDEX OF DRAWINGS

This drawing subject to conditions in contract. All inventions, ideas, designs and methods herein are reserved to Port Authority and may not be used without its written consent. All recipients of Contract documents, including bidders and those who do not bid and their prospective subcontractors and suppliers who may receive all or a part of the Contract documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of the Contract documents to prevent further disclosure of the information contained in the documents. Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents either before, during, or after disposal. Documents may also be returned for disposal purposes to the Contract Desk - 2 Montgomery Street - 1st Floor, Jersey City, NJ 07302 or the office of the Chief Procurement Officer, 4 World Trade Center, 21st Floor, New York, NY 10007. It is a violation of law for any person to alter a document in any way, unless acting under the direction of a licensed professional engineer or registered architect. If this document bearing the seal of an engineer/architect is altered, the altering engineer/architect shall affix to the document their seal and the notation "altered by" followed by their signature and the date of such alteration, and a specific description of the alteration.

Designed by **B.HOVEY**
Drawn by **K.MCCANDLESS**
Checked by **B.HOVEY**

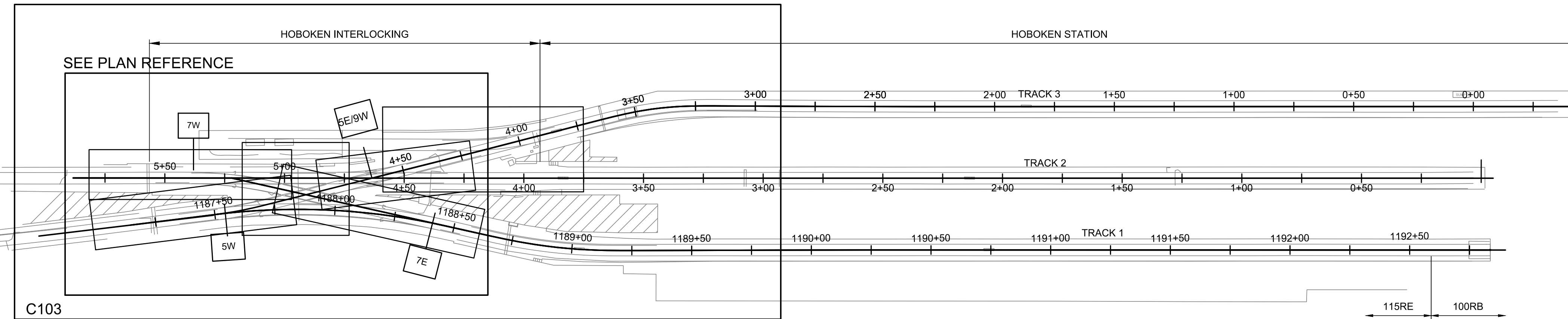
Date **11/11/2020**

Contract Number **PAT-774.175**

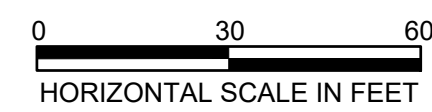
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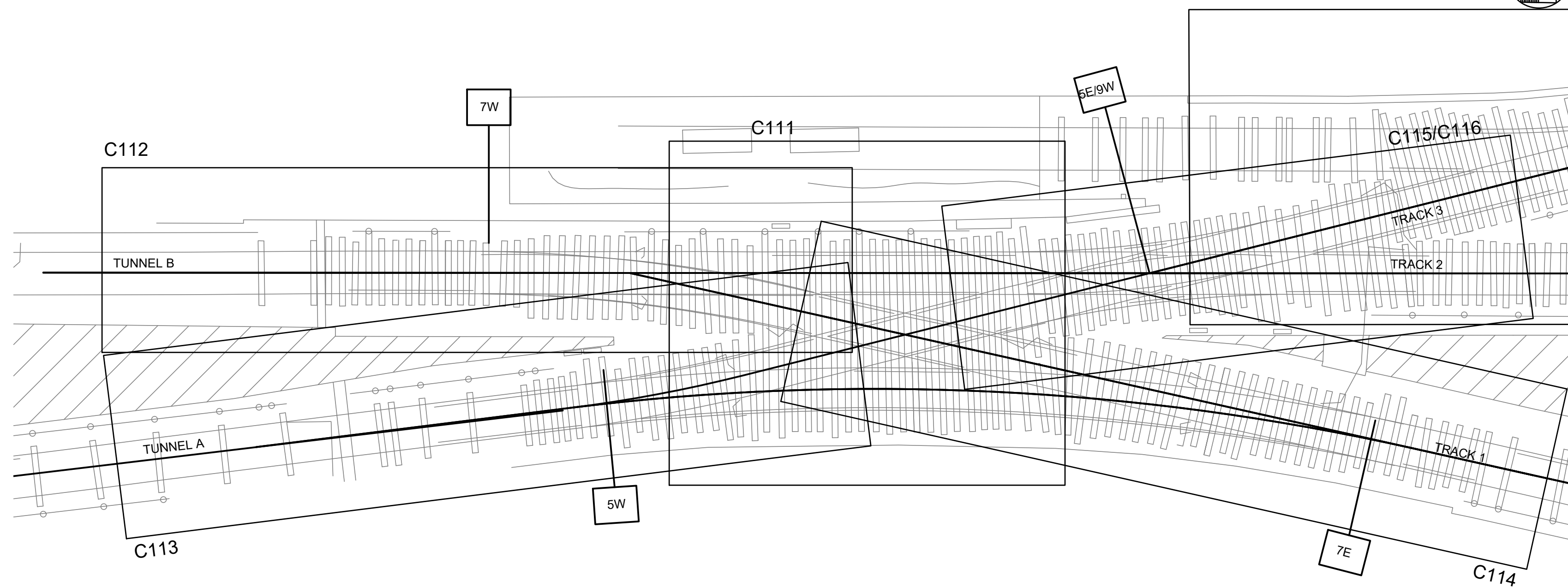
← TO NEWPORT/CHRISTOPHER STREET STATIONS
TO CAISSONS INTERLOCKING



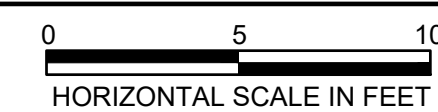
KEY PLAN



→ TO HOBOKEN STATION



PLAN REFERENCE





PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700

No.	Date	Revision	Approved
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ENGINEERING DEPARTMENT			
PATH			

CIVIL
 Title
REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE
CIVIL NOTES, LEGEND, ABBREVIATIONS & LIST OF SPARE PARTS

This drawing subject to conditions in contract. All inventions, ideas, designs and methods herein are reserved to Port Authority and may not be used without its written consent. All recipients of Contract documents, including bidders and those who do not bid and their prospective subcontractors and suppliers who may receive all or a part of the Contract documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of the Contract documents to prevent further disclosure of the information contained in the documents. Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents either before, during, or after disposal. Documents may also be returned for disposal purposes to the Contract Desk - 2 Montgomery Street - 1st Floor, Jersey City, NJ 07302 or the office of the Chief Procurement Officer, 4 World Trade Center, 21st Floor, New York, NY 10007. It is a violation of law for any person to alter a document in any way, unless acting under the direction of a licensed professional engineer or registered architect. If this document bearing the seal of an engineer/architect is altered, the altering engineer/architect shall affix to the document their seal and the notation "altered" followed by their signature and the date of such alteration, and a specific description of the alteration.

Designed by **B.HOVEY**
 Drawn by **K.MCCANDLESS**
 Checked by **B.HOVEY**

Date **11/11/2020**

Contract Number **PAT-774.175**

Drawing Number **C101**

PID# 17351000

CIVIL NOTES:

- FURNISH SUFFICIENT QUANTITIES OF RAILS, TIES, AND ALL FASTENINGS WITHIN LIMITS OF SPECIAL TRACKWORK AS SHOWN ON THE CONTRACT DRAWINGS. ADDITIONAL MATERIALS TO BE FURNISHED AS SHOWN ON THE PRICING SHEET.
- ALL INSULATED JOINTS IN SPECIAL TRACKWORK SHALL BE BOLTED UNLESS SPECIFICALLY STATED OTHERWISE.
- STATIONING ON THE DRAWINGS SHALL BE SHOWN BY THE VENDOR ON THEIR GEOMETRIC LAYOUT, GENERAL LAYOUT AND SWITCH DRAWINGS TO FACILITATE INSTALLATION IN THE FIELD BY PATH.
- RUNNING RAILS SHALL BE LEVEL (ZERO CANT) THROUGHOUT SPECIAL TRACKWORK TO LIMITS SHOWN.
- ALL TURNOUTS SHALL BE DESIGNED TO ALLOW PANELIZATION. PROPOSED JOINT LOCATIONS, WEIGHT AND CENTER OF GRAVITY OF EACH PANEL SHALL BE SHOWN ON SHOP DRAWINGS.
- ALL INSULATED JOINTS SHALL HAVE 3/16" GAP
- GUARD RAIL SHALL BE 33C1, FORMERLY U69, UNLESS OTHERWISE NOTED. THE NAMES 33C1 AND U69 ARE USED IN THESE PLANS INTERCHANGEABLY.
- MINIMIZE THE NUMBER OF GUARD RAIL JOINTS IN THE FINAL LAYOUT. PERMANENT JOINTS SHALL BE STANDARD, SPLICE OR INSULATED JOINTS. AIR GAPS MAY BE USED TEMPORARILY FOR STAGING PURPOSES ONLY.
- ALL RUNNING RAIL LENGTHS ARE MEASURED ALONG THE GAUGE LINE. ALL GUARD RAIL LENGTHS ARE MEASURED ALONG THE FLANGEWAY FACE.
- ALL TRACKWORK SHALL BE STANDARD GAUGE.

ABBREVIATIONS:

1/2" PF = ACTUAL POINT OF FROG	NIC = NOT IN CONTRACT
AG = GUARD RAIL AIR GAP	NOM. = NOMINAL
BW = BUTT WELD	NO. = NUMBER
CJ = COMPROMISE JOINT	NTS = NOT TO SCALE
CONC = CONCRETE	OC = ON CENTERS
CL = CENTERLINE, CLEARANCE	PA = PORT AUTHORITY OF NEW YORK AND NEW JERSEY
COMP = COMPROMISE	PATH = PORT AUTHORITY TRANS - HUDSON CORPORATION
CVD = CURVED	PF = POINT OF FROG
DIA, Ø = DIAMETER	PT. = POINT
DWG = DRAWING	POT = POINT ON TANGENT
E = EAST OR ELECTRIC	PS = POINT OF SWITCH
EHH = ELECTRICAL HAND HOLE	R = RADIUS
EL, ELEV = ELEVATION	RCP = REINFORCED CONCRETE PIPE
EQUIP = EQUIPMENT	RH = RIGHT HAND
EXIST = EXISTING	RR = RAILROAD
FO = FIBER OPTIC	SJ = GUARD RAIL SPLICE JOINT
FW = FIELD WELD	SMC = SNOW MELTER CONTROL
GJ = GUARD RAIL INSULATED JOINT	STA = STATION
GL = GAUGE LINE	STR = STRAIGHT
GP = GAUGE PLATE	S = SWITCH
HDPE = HIGH-DENSITY POLYETHYLENE	SM = SWITCH MACHINE
HF = HEEL OF FROG	TBD = TO BE DETERMINED
HS = HEEL OF SWITCH	TF = TOE OF FROG
IJ = INSULATED JOINT	TOR = TOP OF RAIL
INV = INVERT	T/O = TURNOUT
JT = JOINT	TPF = THEORETICAL POINT OF FROG
LH = LEFT HAND	TRK = TRACK
LLT = LAST LONG TIE	TR = TRANSITION RAIL
MACH = MACHINE	TYP = TYPICAL
MN = MANGANESE	W/ = WITH
MAX = MAXIMUM	W/O = WITHOUT
MIN = MINIMUM	WP = WORKING POINT
N = NORTH	X/O = CROSSOVER
NA = NOT APPLICABLE	

NOTE: SEE C102 FOR DEFINITIONS OF TRACK GEOMETRY HORIZONTAL AND VERTICAL ABBREVIATIONS

LEGEND

SYMBOLS	DESCRIPTION
-----	CENTERLINE (€)
_____	PROPOSED
_____	EXISTING
-----	TEMPORARY
▲	SECTION
FW ○	FIELD WELD
IJ	INSULATED JOINT
CJ ●	COMPROMISE JOINT
PC ○	POINT OF CURVATURE
PT ○	POINT OF TANGENCY
PCC ○	POINT OF COMPOUND CURVATURE
PI ▽	POINT OF INTERSECTION
PITO ▽	POINT OF INTERSECTION TURNOUT
(TI-1)	CURVE NUMBER
5W	TURNOUT NUMBER
GP	GAUGE PLATE

LIST OF TURNOUT SPARE PARTS

QUANTITY	DESCRIPTION
1	5W TURNOUT SWITCH POINT AND STOCK RAIL PACKAGE, CONSISTING OF: CURVED LH 0" SAMSON SWITCH POINT 115 RE CURVED RH 0" SAMSON SWITCH POINT 115 RE CURVED LH SAMSON STOCK RAIL WITH STOPS ATTACHED CURVED RH SAMSON STOCK RAIL WITH STOPS ATTACHED HEEL BLOCK ASSEMBLIES
1	7E TURNOUT SWITCH POINT AND STOCK RAIL PACKAGE, CONSISTING OF: STRAIGHT 0" SAMSON SWITCH POINT 115 RE CURVED 0" SAMSON SWITCH POINT 115 RE STRAIGHT SAMSON STOCK RAIL WITH STOPS ATTACHED CURVED SAMSON STOCK RAIL WITH STOPS ATTACHED HEEL BLOCK ASSEMBLIES
1	7W TURNOUT SWITCH POINT AND STOCK RAIL PACKAGE, CONSISTING OF: STRAIGHT 0" SAMSON SWITCH POINT 115 RE CURVED 0" SAMSON SWITCH POINT 115 RE STRAIGHT SAMSON STOCK RAIL WITH STOPS ATTACHED CURVED SAMSON STOCK RAIL WITH STOPS ATTACHED HEEL BLOCK ASSEMBLIES
1	5E-9W SLIP SWITCH POINT AND STOCK RAIL PACKAGE, CONSISTING OF: (2) STRAIGHT LH 0" SAMSON SWITCH POINT 115 RE (2) STRAIGHT RH 0" SAMSON SWITCH POINT 115 RE (2) CURVED LH 0" SAMSON SWITCH POINT 115 RE (2) CURVED RH 0" SAMSON SWITCH POINT 115 RE (4) STRAIGHT SAMSON STOCK RAIL WITH STOPS ATTACHED (4) CURVED SAMSON STOCK RAIL WITH STOPS ATTACHED HEEL BLOCK ASSEMBLIES
1	5W TURNOUT SWITCH MACHINE LAYOUT: WITH ALL RODS, CONNECTIONS AND BASKETS
1	7E TURNOUT SWITCH MACHINE LAYOUT: WITH ALL RODS, CONNECTIONS AND BASKETS
1	7W TURNOUT SWITCH MACHINE LAYOUT: WITH ALL RODS, CONNECTIONS AND BASKETS
2	5E-9W SLIP SWITCH MACHINE LAYOUT: WITH ALL RODS, CONNECTIONS AND BASKETS
1	SPARE SWITCH POINT LOCK CLAMP
1	5W-7E TRIPLE INTERSECTION FROG
1	7W-5E CENTER FROG
2	END FROG
1	7W TURNOUT FROG
2	5E/9W TURNOUT FROG
2	SLIP SWITCH CROSSING FROG



BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700

TRACK GEOMETRY

HORIZONTAL ALIGNMENT DEFINITIONS

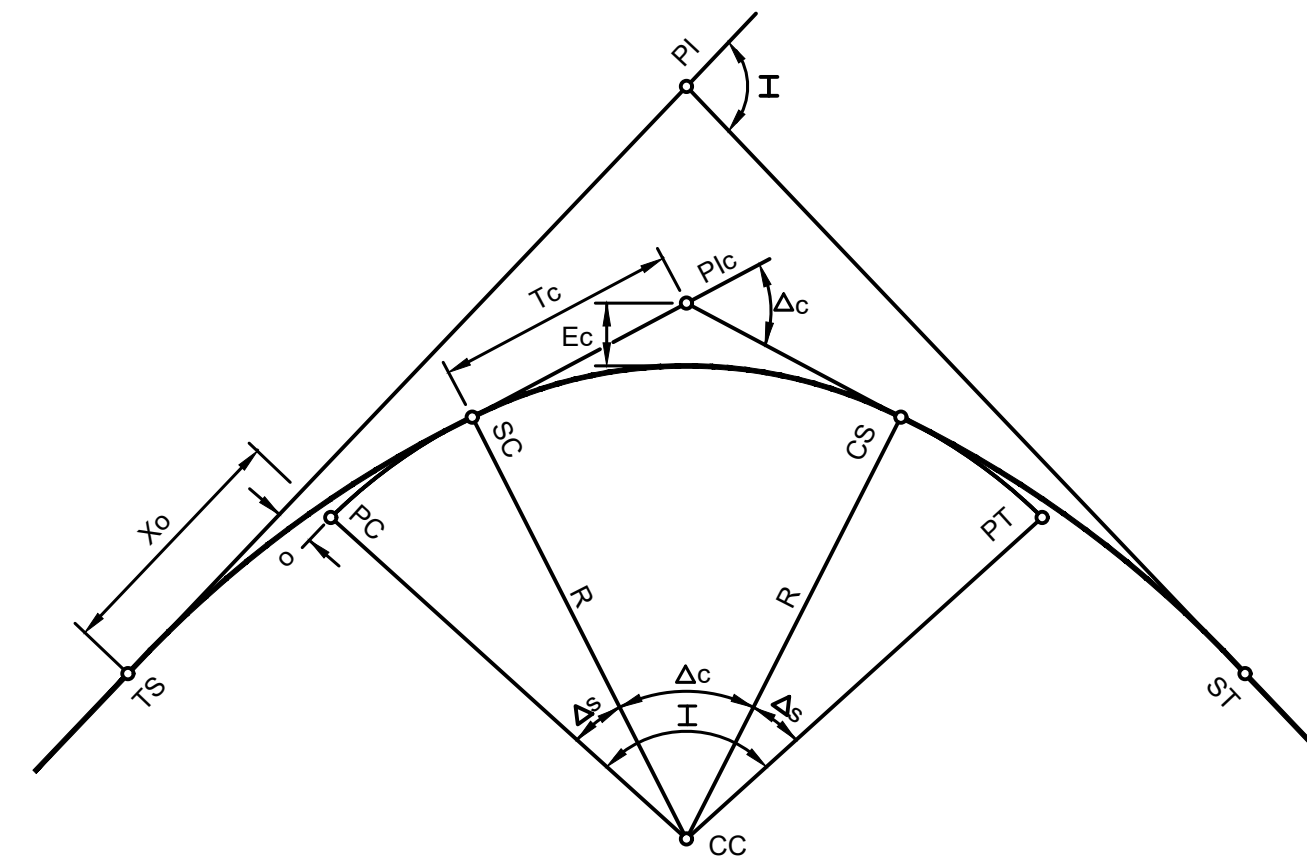
- A DISTANCE BETWEEN CENTERS OF CIRCLE
- CC CENTER OF CIRCLE
- CS CURVE TO SPIRAL
- Dc DEGREE OF CURVE DEFINED BY THE CHORD DEFINITION
- Ec EXTERNAL DISTANCE FROM MIDPOINT OF CIRCULAR CURVE TO PIC
- I ANGLE OF INTERSECTION OF MAIN TANGENTS AT PI
- Lc LENGTH OF CIRCULAR CURVE BETWEEN SC AND CS
- LS LENGTH OF SPIRAL FROM TS TO SC (BY CHORD DEFINITION)
- LT LONG TANGENT OF SPIRAL; DISTANCE FROM PIs TO TS (OR PIs TO ST)
- o OFFSET FROM PC (OR PT) TO MAIN TANGENT
- PC POINT OF CURVE; ON SPIRALED CURVES THIS POINT IS OFFSET A DISTANCE "o" FROM THE MAIN TANGENT
- PCC POINT OF COMPOUND CURVATURE
- PI POINT OF INTERSECTION OF MAIN TANGENTS
- Pic POINT OF INTERSECTION OF LINES TANGENT AT SC AND CS
- PIs POINT OF INTERSECTION OF MAIN TANGENT AND LINE TANGENT AT SC (OR CS)
- PITO POINT OF INTERSECTION OF TURNOUT
- PS POINT OF SWITCH
- PT POINT OF TANGENCY; ON SPIRALED CURVES THIS POINT IS OFFSET A DISTANCE "o" FROM THE MAIN TANGENT
- R RADIUS OF CIRCULAR CURVE
- SC SPIRAL TO CURVE
- ST SPIRAL TO TANGENT
- ST SHORT TANGENT OF SPIRAL; DISTANCE FROM PIs TO CS (OR PIs TO SC)
- Tc DISTANCE FROM SC (OR CS) TO Pic IN SPIRALED CURVE, OR TANGENT FROM PC (OR PT) TO PI IN A SIMPLE CURVE
- TS TANGENT TO SPIRAL
- Xo DISTANCE ALONG MAIN TANGENT FROM TS (OR ST) TO PERPENDICULAR OFFSET OF PC
- X DISTANCE ALONG MAIN TANGENT FROM TS (OR ST) TO PERPENDICULAR OFFSET OF SC (OR CS)
- Y PERPENDICULAR OFFSET FROM MAIN TANGENT TO CS (OR SC)
- Δ_s SPIRAL ANGLE; CENTRAL ANGLE OF SPIRAL
- Δ_c ANGLE OF INTERSECTION OF TANGENTS OF CIRCULAR CURVE ONLY
- MAIN TANGENTS LINES TANGENT TO ALIGNMENT AT TS AND ST WHICH INTERSECT AT PI
- ANGLE POINT CURVES WITH A CALCULATED EXTERNAL DISTANCE OF 1/2 INCH OR LESS AND A CENTRAL ANGLE, I, OF 0°09' OR LESS ARE DEFINED AS A HORIZONTAL ANGLE POINT.

VERTICAL ALIGNMENT DEFINITIONS

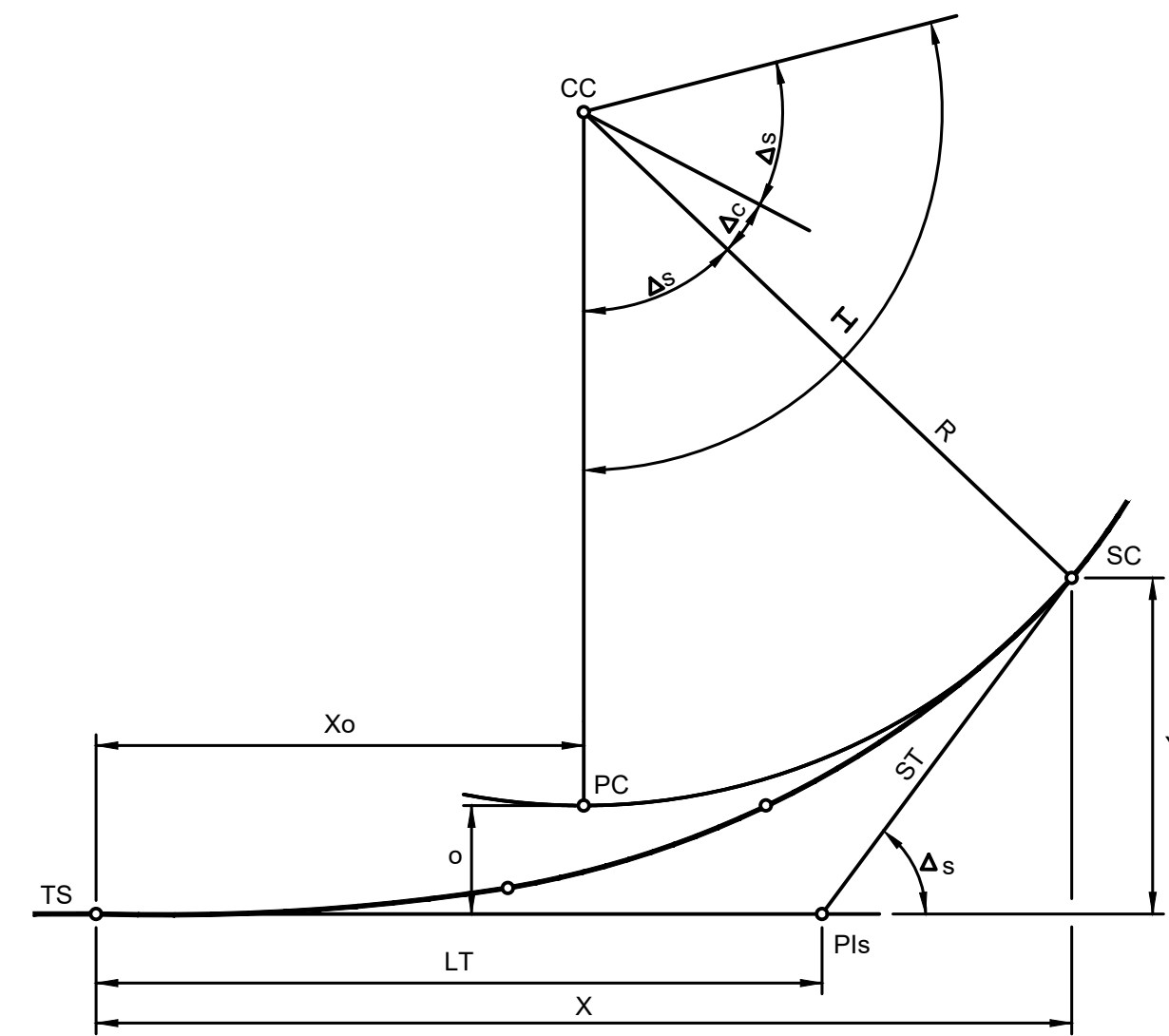
- G1 INCOMING GRADE
- G2 OUTGOING GRADE
- LVC LENGTH OF VERTICAL CURVE IN 100 FOOT STATIONS
- PVC POINT OF VERTICAL CURVATURE
- PVI POINT OF INTERSECTION OF GRADES
- PVT POINT OF VERTICAL TANGENCY
- r PERCENT RATE OF CHANGE OF GRADE PER 100 FEET
- e DISTANCE FROM PVI TO VERTICAL CURVE (EXTERNAL DISTANCE)

SPEED/SUPERELEVATION DATA

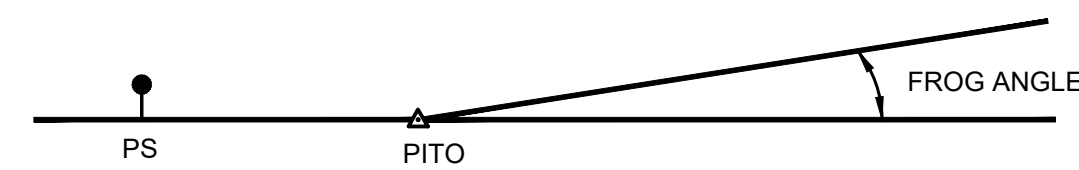
- V DESIGN SPEED IN MPH
- Ea ACTUAL SUPERELEVATION
- Ee TOTAL SUPERELEVATION
- Eu UNBALANCED SUPERELEVATION



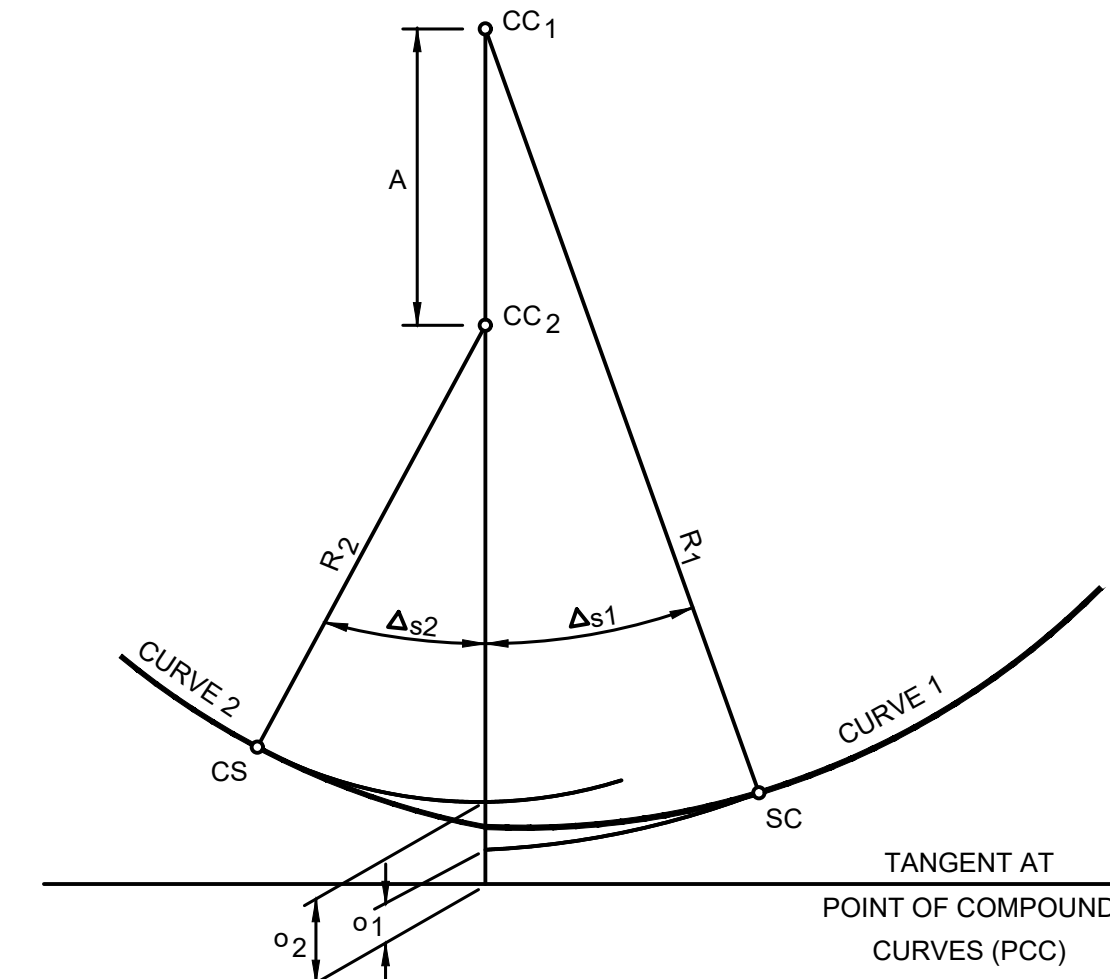
CIRCULAR CURVE WITH SPIRALS



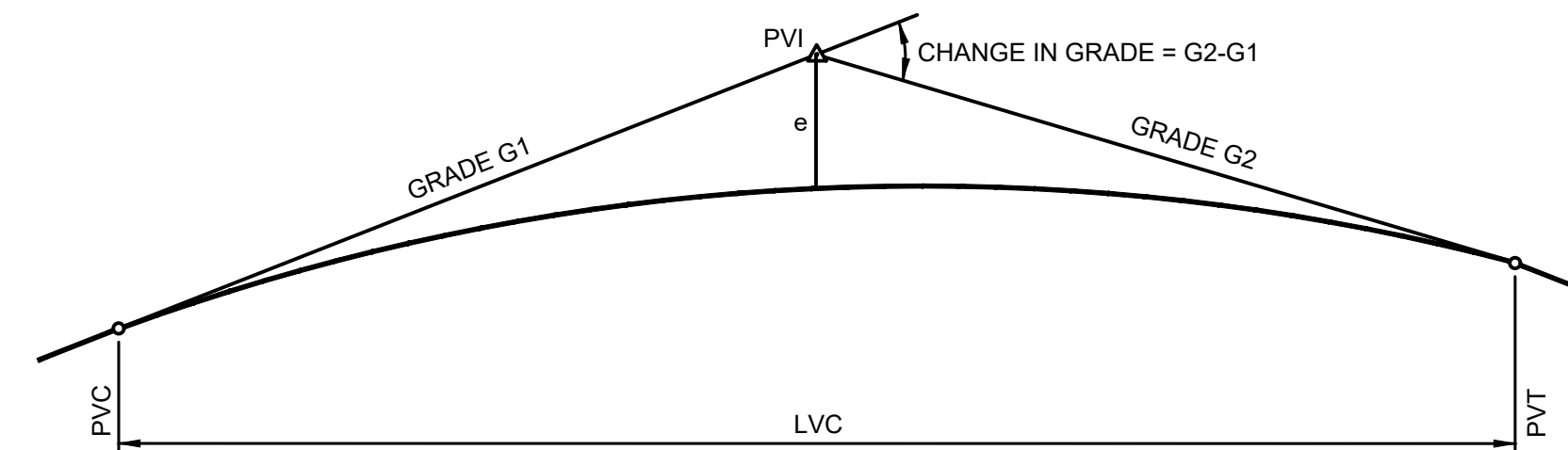
SPIRAL



TURNOUT



COMPOUND SPIRAL



VERTICAL CURVE

No.	Date	Revision	Approved

ENGINEERING DEPARTMENT			
PATH			

CIVIL
 Title

REPLACEMENT OF HOBOKEN
 INTERLOCKING AND STATION TRACKS
 TRACKWORK PROCUREMENT PACKAGE

**TRACK GEOMETRY
 HORIZONTAL AND VERTICAL
 DEFINITIONS**

This drawing subject to conditions in contract. All inventions, ideas, designs and methods herein are reserved to Port Authority and may not be used without its written consent. All recipients of Contract documents, including bidders and those who do not bid and their prospective subcontractors and suppliers who may receive all or a part of the Contract documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of the Contract documents to prevent further disclosure of the information contained in the documents. Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents either before, during, or after disposal. Documents may also be returned for disposal purposes to the Contract Desk, 2 Montgomery Street - 1st Floor, Jersey City, NJ 07302 or the office of the Chief Procurement Officer, 4 World Trade Center, 21st Floor, New York, NY 10007. It is a violation of law for any person to alter a document in any way, unless acting under the direction of a licensed professional engineer or registered architect. If this document bearing the seal of an engineer/architect is altered, the altering engineer/architect shall affix to the document their seal and the notation "altered by" followed by their signature and the date of such alteration, and a specific description of the alteration.

Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY

Date 11/11/2020

Contract Number PAT-774.175

Drawing Number C102

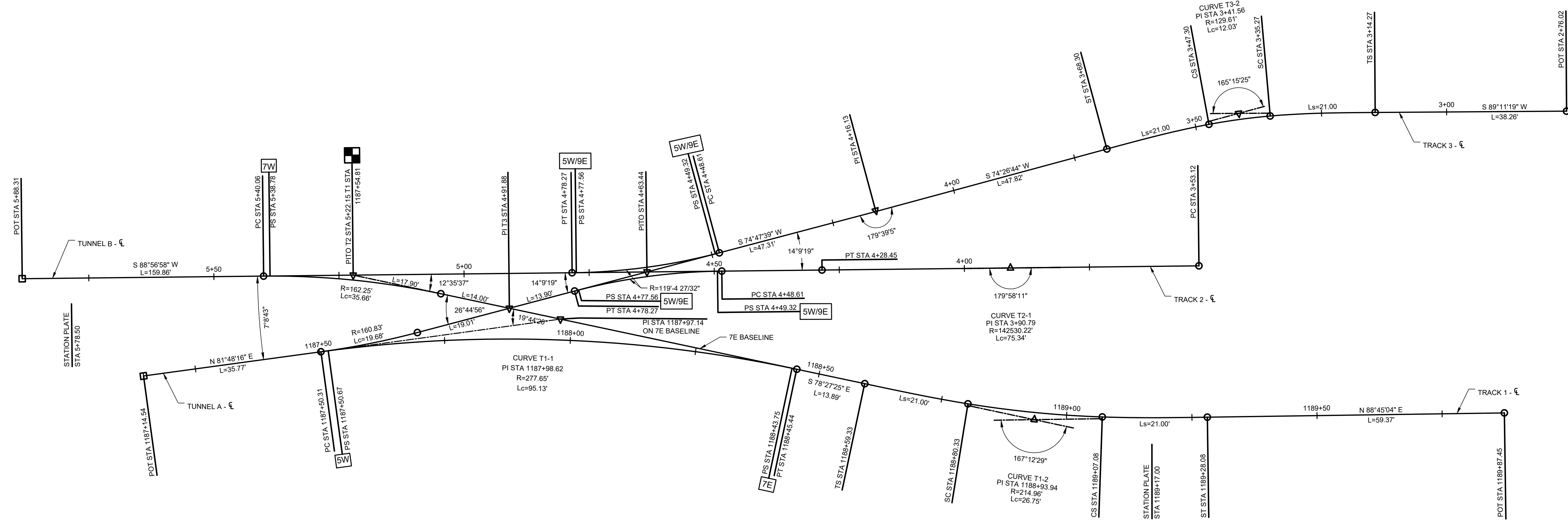
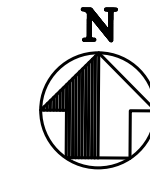
PID# 17351000



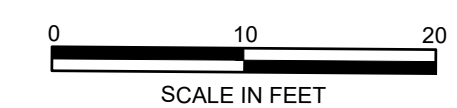
PORT AUTHORITY
TRANS-HUDSON CORPORATION

HNTB CORPORATION
1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
NJ Professional Engineer # 24GE04843300
NJ Certificate of Authorization # 24GA28000700



INTERLOCKING GEOMETRY



NOTES:

1. STATIONING AND LENGTHS OF CURVES (Lc) AND SPIRALS (Ls) SHOWN ARE BASED ON THE CHORD DEFINITION.

No.	Date	Revision	Approved

ENGINEERING DEPARTMENT			
PATH			

CIVIL

Title
REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

INTERLOCKING GEOMETRY

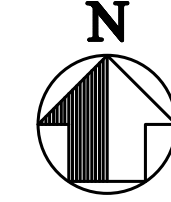
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Designed by **B.HOVEY**
 Drawn by **K.MCCANDLESS**
 Checked by **B.HOVEY**
 Date **11/11/2020**
 Contract Number **PAT-774.175**
 Drawing Number **C103**
 PID# **17351000**

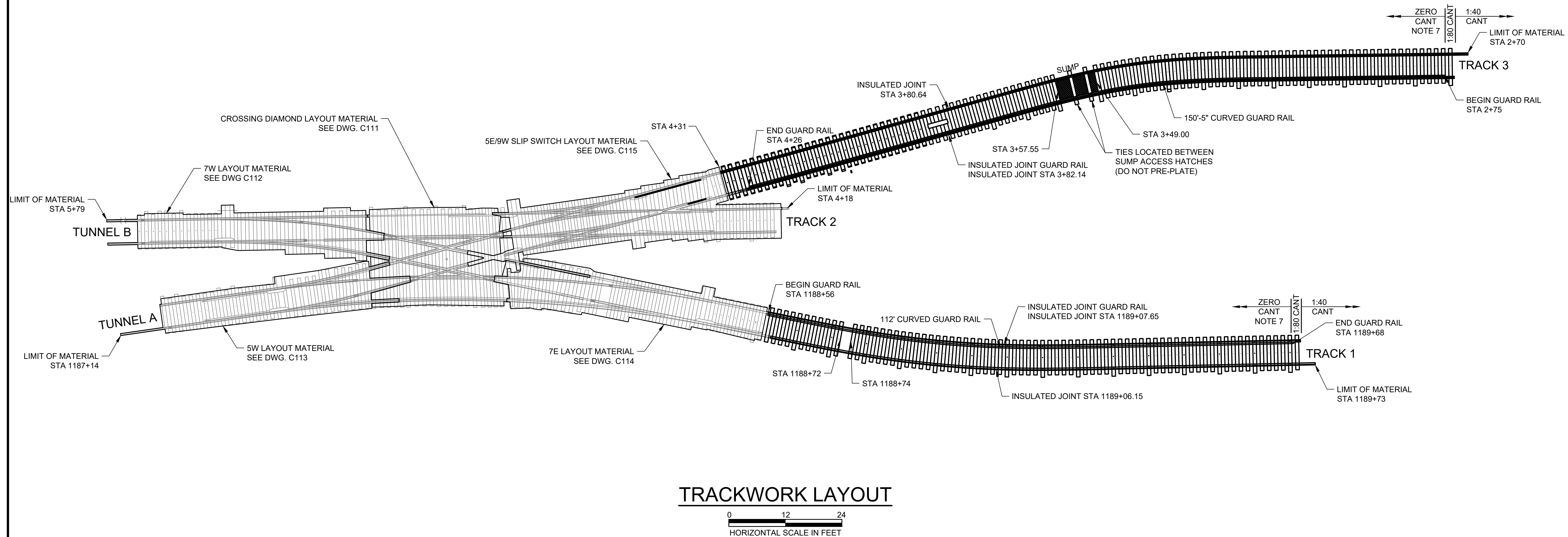


PORT AUTHORITY
TRANS-HUDSON CORPORATION

HNTB CORPORATION
1650 ARCH STREET, PHILADELPHIA, PA 19103



BENJAMIN D HOVEY
NJ Professional Engineer # 24GE04843300
NJ Certificate of Authorization # 24GA28000700



NOTES:

1. ALL RUNNING RAILS OUTSIDE OF TURNOUTS SHALL BE DRILLED FOR WELDING. SEE DWG. C130 FOR DETAILS.
2. SPACE TIES 18" ON CENTER. SPACING NOT TO EXCEED 24".
3. EVERY FIFTH TIE SHALL BE A CONTACT RAIL TIE. CONTACT RAIL TIE SPACING SHALL NOT EXCEED 10".
4. SEE DWG C151 FOR TIE DETAILS.
5. INSTALL A GAUGE PLATE ON EVERY THIRD TIE THROUGH CURVES ON TRACKS 1 AND 3.
6. ADJUST TIE SPACING AT INSULATED JOINTS TO ENSURE THAT JOINT IS LOCATED IN A CRIB.
7. SPECIAL TRACKWORK PLATES SHALL HAVE ZERO CANT, EXCEPT IN TRANSITION WHERE NOTED. STANDARD ATC PLATES SHALL HAVE 1:40 CANT.
8. FLANGEWAY SHALL BE 1 3/4" IN TANGENT TRACK AND 2" THROUGH CURVES WITH RADIUS OF 750' OR LESS EXCEPT WHERE NOTED.

No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
PATH			

CIVIL
Title
REPLACEMENT OF HOBOKEN
INTERLOCKING AND STATION TRACKS
TRACKWORK PROCUREMENT PACKAGE

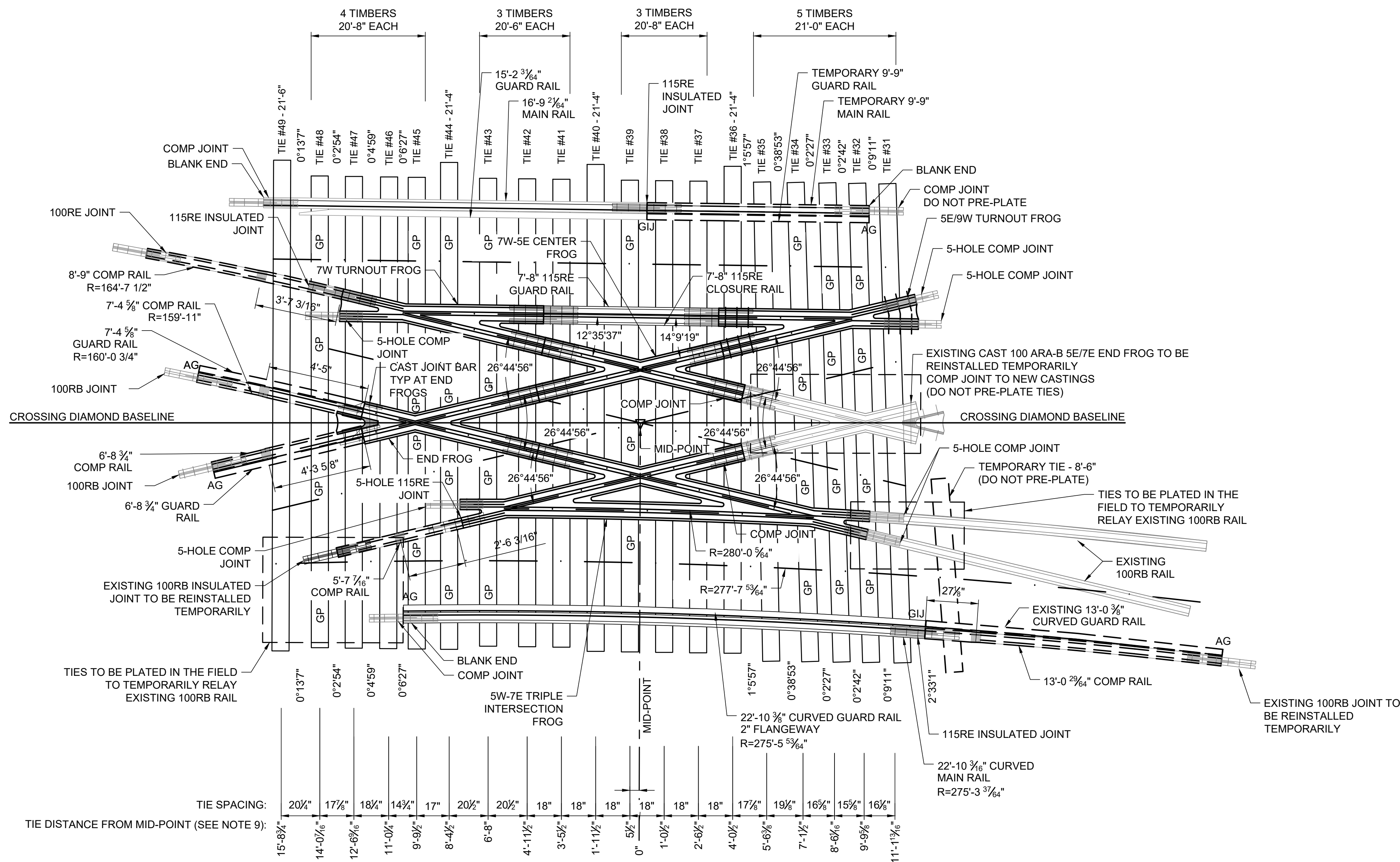
TRACKWORK LAYOUT

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Designed by **B.HOVEY**
Drawn by **K.MCCANDLESS**
Checked by **B.HOVEY**
Date **11/11/2020**
Contract Number **PAT-774.175**
Drawing Number **C110**
PID# **17351000**



BENJAMIN D HOVEY
NJ Professional Engineer # 24GE04843300
NJ Certificate of Authorization # 24GA28000700



CROSSING DIAMOND LAYOUT



NOTES:

- NEW RUNNING RAIL IS 115RE UNLESS OTHERWISE NOTED.
- NEW GUARD RAIL IS 33C1 UNLESS OTHERWISE NOTED.
- ALL COMPROMISE JOINTS AND RAILS ARE FOR 115RE TO 100RB RAIL SECTIONS. COMPROMISE RAILS SHALL BE FORGED.
- MATERIAL SHOWN TO BE INSTALLED DURING A SINGLE OUTAGE. ALL COMPROMISE JOINTS AND RAILS ARE TEMPORARY.
- EXISTING END FROG 5E/7E TO BE REINSTALLED ON NEW TIES WITH COMPROMISE JOINTS TO CENTER FROG 7W-5E AND TRIPLE INTERSECTION FROG 5W-7E. FURNISH SHIMS TO MATCH TOP OF RAIL ELEVATION.
- CROSSING DIAMOND BASELINE BISECTS THE END FROGS. TIE #36 THROUGH TIE #45 TO BE INSTALLED PERPENDICULAR TO THE CROSSING DIAMOND BASELINE. ALL OTHER TIES TO BE INSTALLED MATCHING EXISTING TIE LOCATIONS AND ORIENTATIONS TO THE ANGLE SHOWN TO ALLOW FOR REUSE OF EXISTING 100RB PLATES.
- ALL COMPROMISE RAILS AND ANY RAIL TO BE JOINED TO EXISTING RAILS SHALL BE DELIVERED 12 INCHES LONGER THAN THE DIMENSION SHOWN WITH BLANK END TO ALLOW FOR FIELD CUTTING AND DRILLING.
- TIES SHALL BE PRE-PLATED EXCEPT WHERE EXISTING 100RB RAILS WILL BE INSTALLED ON NEW TIES.
- TIE POSITIONS ARE MEASURED WHERE THE CROSSING DIAMOND BASELINE INTERSECTS THE TIE CENTERLINE.
- TIES AND RAILS IN GRAY ARE EXISTING OR TEMPORARY, AS NOTED.
- PLATES OMITTED FOR CLARITY.
- SEE DWG C122 FOR FROG DETAILS.
- LENGTHS OF RAILS MEASURED ALONG THE GAUGE LINE.
- ALL TIES SHALL HAVE CHAMFERED ENDS, END PLATES, AND DOWELS AS SHOWN ON DWG. C151.
- LOCATE ALL BOLTED CONNECTIONS SO BOLTS CAN BE REMOVED IN THE FIELD WITHOUT DISASSEMBLING MAJOR COMPONENTS. WHERE A WRENCH CANNOT BE PLACED ON BOTH ENDS OF A BOLT, BOLT HEAD OR NUT LOCK SHALL BE PROVIDED TO PERMIT DISASSEMBLY. CONFIRM CLEARANCE TO REMOVE ALL BOLTS WITHOUT DISASSEMBLING MAJOR COMPONENTS.
- ALL FLANGEWAYS SHALL BE 1 3/4 INCH EXCEPT WHERE NOTED.

No.	Date	Revision	Approved

ENGINEERING DEPARTMENT

PATH

CIVIL

REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

CROSSING DIAMOND LAYOUT

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Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY

Date 11/11/2020

Contract Number PAT-774.175

Drawing Number C111

PID# 17351000

NOTES:

1. NEW RUNNING RAIL IS 115RE UNLESS OTHERWISE NOTED.
2. NEW GUARD RAIL IS 33C1 UNLESS OTHERWISE NOTED.
3. ALL COMPROMISE JOINTS AND RAILS ARE FOR 115RE TO 100RB RAIL SECTIONS. COMPROMISE RAILS SHALL BE FORGED.
4. MATERIAL SHOWN TO BE INSTALLED DURING A SINGLE OUTAGE. ALL COMPROMISE JOINTS AND RAILS ARE TEMPORARY UNLESS OTHERWISE NOTED.
5. TIE SPACING IS MEASURED ALONG AND TIES ARE ORIENTED PERPENDICULAR TO THE CENTERLINE OF THE STRAIGHT ROUTE.
6. ALL COMPROMISE RAILS AND ANY RAIL TO BE JOINED TO EXISTING RAILS SHALL BE DELIVERED 12 INCHES LONGER THAN THE DIMENSION SHOWN WITH BLANK END TO ALLOW FOR FIELD CUTTING AND DRILLING.
7. TIES SHALL BE PRE-PLATED.
8. LABEL NORMAL AND REVERSE ROUTES AS SHOWN ON TIE #69.
9. TIE POSITIONS REFERENCE THE POINT OF SWITCH.
10. PLATES OMITTED FOR CLARITY.
11. SWITCH POINTS SHALL BE 115 RE RAIL, 0° SAMSON POINT DESIGN.
12. LENGTHS OF RAILS MEASURED ALONG THE GAUGE LINE.
13. SEE C111 FOR MATERIAL INCLUDED WITH CROSSING DIAMOND.
14. ALL TIES EXCEPT HEAD BLOCK TIES SHALL HAVE CHAMFERED ENDS, END PLATES, AND DOWELS AS SHOWN ON DWG. C151.
15. LOCATE ALL BOLTED CONNECTIONS SO BOLTS CAN BE REMOVED IN THE FIELD WITHOUT DISASSEMBLING MAJOR COMPONENTS. WHERE A WRENCH CANNOT BE PLACED ON BOTH ENDS OF A BOLT, BOLT HEAD OR NUT LOCK SHALL BE PROVIDED TO PERMIT DISASSEMBLY. CONFIRM CLEARANCE TO REMOVE ALL BOLTS WITHOUT DISASSEMBLING MAJOR COMPONENTS.
16. SPECIAL TRACKWORK PLATES SHALL HAVE ZERO CANT, EXCEPT IN TRANSITION WHERE NOTED. STANDARD ATC PLATES SHALL HAVE 1:40 CANT.
17. ALL FLANGWAYS THIS SHEET SHALL BE 1 3/4 INCH.
18. SEE DRAWING C121 FOR TYPICAL SWITCH DETAILS.



BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700

No.	Date	Revision	Approved

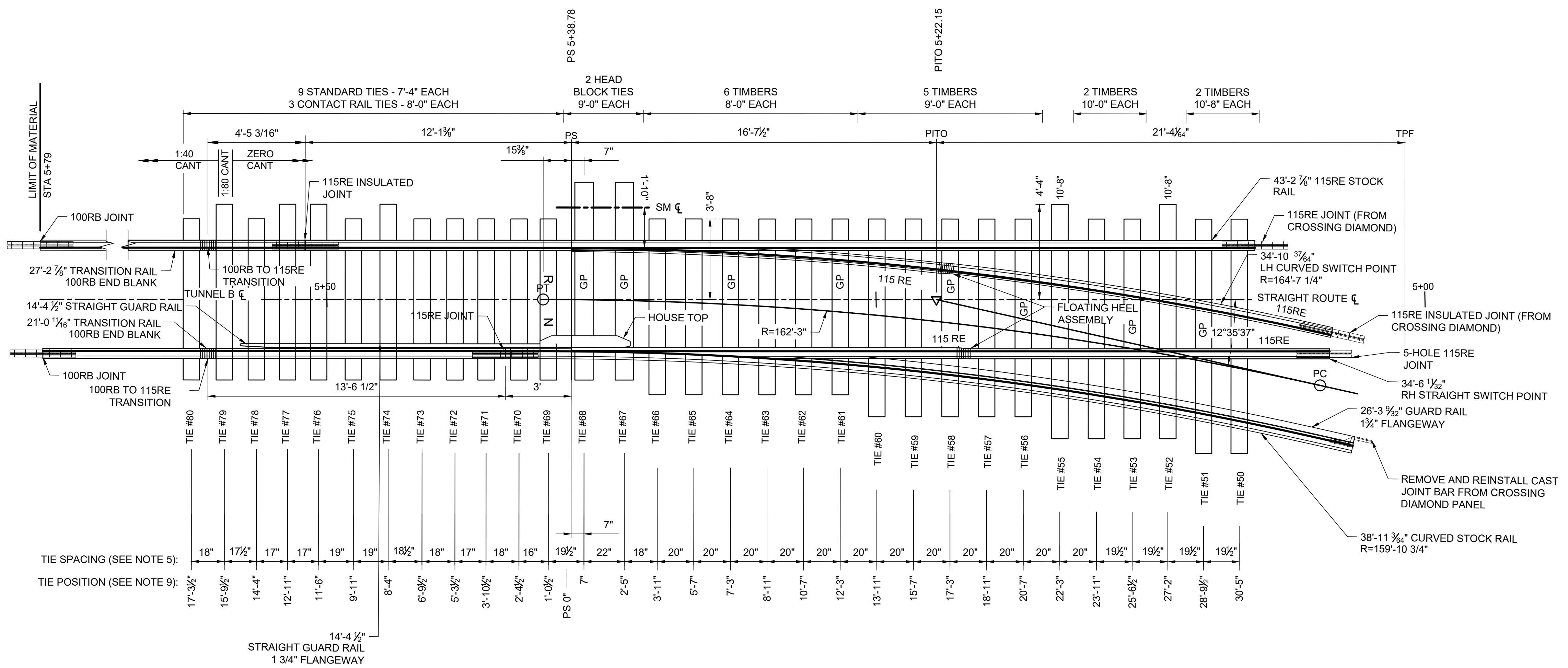
ENGINEERING DEPARTMENT			
PATH			

CIVIL	
Title	REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

7W SWITCH LAYOUT

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Designed by	B.HOVEY
Drawn by	K.MCCANDLESS
Checked by	B.HOVEY
Date	11/11/2020
Contract Number	PAT-774.175
Drawing Number	C112
PID#	17351000



7W SWITCH LAYOUT
 SCALE IN FEET



No.	Date	Revision	Approved
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Title			
REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE			
5W SWITCH LAYOUT			

REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

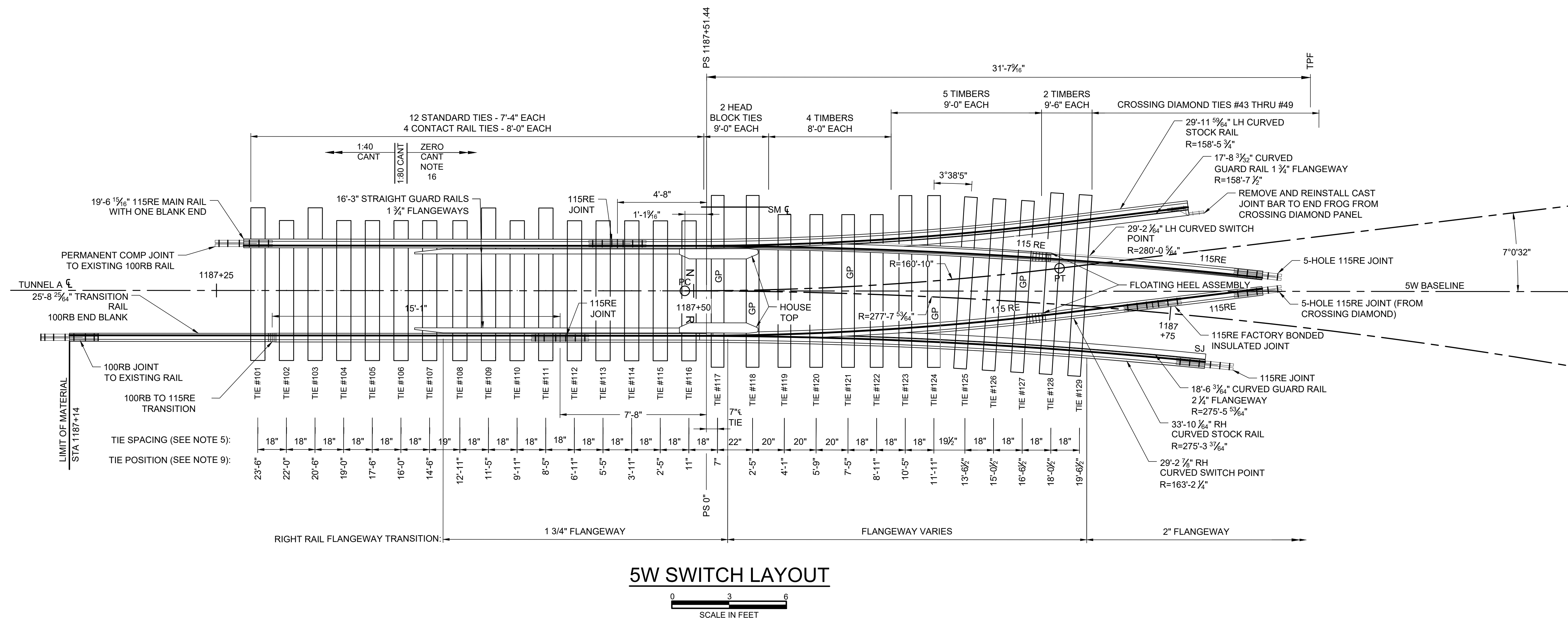
5W SWITCH LAYOUT

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Designed by **B.HOVEY**
 Drawn by **K.MCCANDLESS**
 Checked by **B.HOVEY**
 Date **11/11/2020**
 Contract Number **PAT-774.175**
 Drawing Number **C113**
 PID# **17351000**

NOTES:

- NEW RUNNING RAIL IS 115RE UNLESS OTHERWISE NOTED.
- NEW GUARD RAIL IS 33C1 UNLESS OTHERWISE NOTED.
- ALL COMPROMISE JOINTS AND RAILS ARE FOR 115RE TO 100RB RAIL SECTIONS. COMPROMISE RAILS SHALL BE FORGED.
- MATERIAL SHOWN TO BE INSTALLED DURING A SINGLE OUTAGE. ALL COMPROMISE JOINTS AND RAILS ARE TEMPORARY UNLESS OTHERWISE NOTED.
- TIE #101 THROUGH TIE #124 TO BE INSTALLED PERPENDICULAR TO THE 5W BASELINE (CENTERLINE OF TUNNEL A). REMAINING TIES TO BE ORIENTED AS SHOWN. TIE SPACING IS MEASURED ALONG THE 5W BASELINE, WHERE THE CENTERLINE OF TIE CROSSES THE BASELINE.
- ALL COMPROMISE RAILS AND ANY RAIL TO BE JOINED TO EXISTING RAILS SHALL BE DELIVERED 12 INCHES LONGER THAN THE DIMENSION SHOWN WITH BLANK END TO ALLOW FOR FIELD CUTTING AND DRILLING.
- TIES SHALL BE PRE-PLATED.
- LABEL NORMAL AND REVERSE ROUTES AS SHOWN ON TIE #116.
- TIE POSITIONS REFERENCE THE POINT OF SWITCH AND ARE MEASURED ALONG THE 5W BASELINE.
- PLATES OMITTED FOR CLARITY.
- SWITCH POINTS SHALL BE 115 RE RAIL, 0" SAMSON POINT DESIGN.
- LENGTHS OF RAILS MEASURED ALONG THE GAUGE LINE.
- SEE C111 FOR MATERIAL INCLUDED WITH CROSSING DIAMOND.
- ALL TIES EXCEPT HEAD BLOCK TIES SHALL HAVE CHAMFERED ENDS, END PLATES, AND DOWELS AS SHOWN ON DWG. C151.
- LOCATE ALL BOLTED CONNECTIONS SO BOLTS CAN BE REMOVED IN THE FIELD WITHOUT DISASSEMBLING MAJOR COMPONENTS. WHERE A WRENCH CANNOT BE PLACED ON BOTH ENDS OF A BOLT, BOLT HEAD OR NUT LOCK SHALL BE PROVIDED TO PERMIT DISASSEMBLY. CONFIRM CLEARANCE TO REMOVE ALL BOLTS WITHOUT DISASSEMBLING MAJOR COMPONENTS.
- SPECIAL TRACKWORK PLATES SHALL HAVE ZERO CANT, EXCEPT IN TRANSITION WHERE NOTED. STANDARD ATC PLATES SHALL HAVE 1:40 CANT.
- ALL FLANGEWAYS SHALL BE 1 3/4 INCH EXCEPT WHERE NOTED.
- SEE DRAWING C121 FOR TYPICAL SWITCH DETAILS.



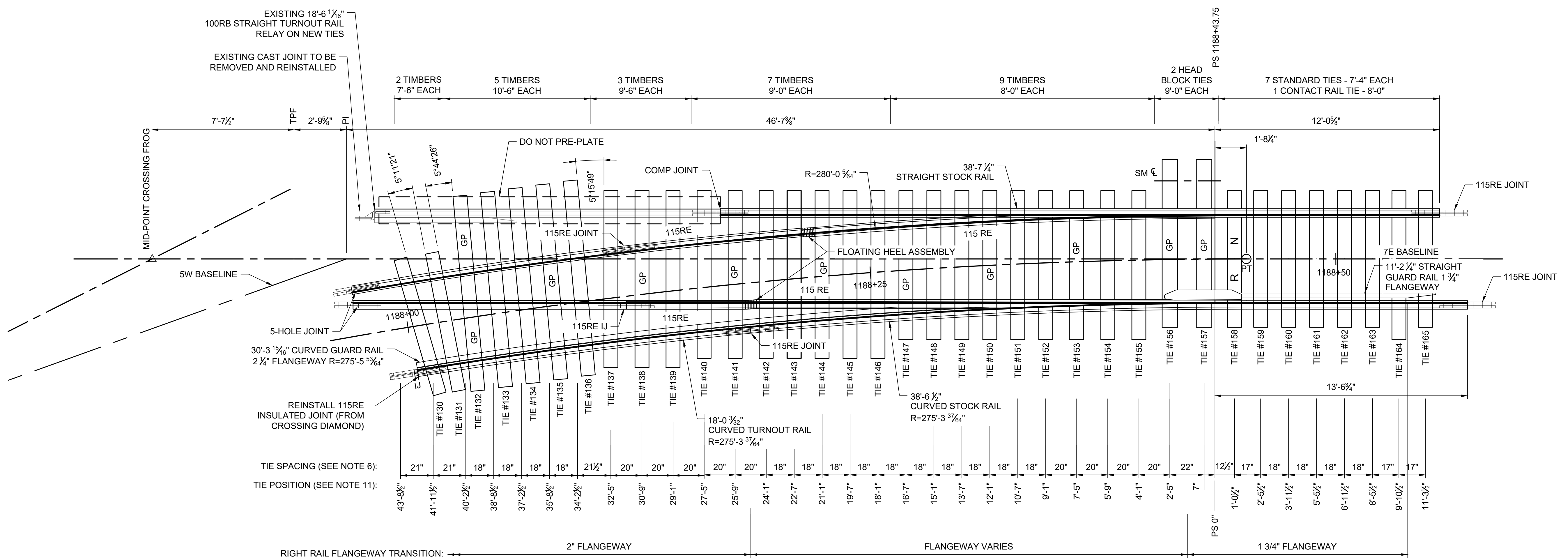
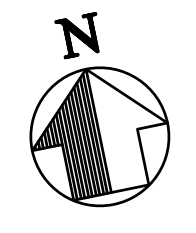


PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700

NOTES:

1. NEW RUNNING RAIL IS 115RE UNLESS OTHERWISE NOTED.
2. NEW GUARD RAIL IS 33C1 UNLESS OTHERWISE NOTED.
3. ALL COMPROMISE JOINTS AND RAILS ARE FOR 115RE TO 100RB RAIL SECTIONS. COMPROMISE RAILS SHALL BE FORGED.
4. MATERIAL SHOWN TO BE INSTALLED DURING A SINGLE OUTAGE. ALL COMPROMISE JOINTS AND RAILS ARE TEMPORARY UNLESS OTHERWISE NOTED.
5. EXISTING 100RB TURNOUT RAIL TO CONNECT TO EXISTING END FROG. TO BE REPLACED WITH 115RE RAIL WITH SLIP SWITCH INSTALLATION.
6. TIE #137 THROUGH TIE #165 TO BE INSTALLED PERPENDICULAR TO THE 7E SWITCH BASELINE. TIE #130 THROUGH TIE #136 TO BE INSTALLED AT ANGLE SHOWN.
7. ALL RAIL TO BE JOINED TO EXISTING RAILS SHALL BE DELIVERED 12 INCHES LONGER THAN THE DIMENSION SHOWN WITH BLANK END TO ALLOW FOR FIELD CUTTING AND DRILLING.
8. TIES SHALL BE PRE-PLATED EXCEPT WHERE EXISTING 100RB PLATES ARE TO BE REINSTALLED.
9. LABEL NORMAL AND REVERSE ROUTES AS SHOWN ON TIE #158.
10. RAILS IN GRAY ARE EXISTING AND ARE NOT INCLUDED WITH THE MATERIAL FOR THIS PANEL.
11. TIE POSITIONS REFERENCE THE POINT OF SWITCH AND ARE MEASURED ALONG THE 7E BASELINE WHERE THE CENTERLINE OF THE TIE INTERSECTS THE BASELINE.
12. SWITCH POINTS SHALL BE 115 RE RAIL, 0" SAMSON POINT DESIGN.
13. LENGTHS OF RAILS MEASURED ALONG THE GAUGE LINE.
14. SEE C111 FOR MATERIAL INCLUDED WITH CROSSING DIAMOND.
15. ALL TIES EXCEPT HEAD BLOCK TIES SHALL HAVE CHAMFERED ENDS, END PLATES, AND DOWELS AS SHOWN ON DWG. C151.
16. LOCATE ALL BOLTED CONNECTIONS SO BOLTS CAN BE REMOVED IN THE FIELD WITHOUT DISASSEMBLING MAJOR COMPONENTS. WHERE A WRENCH CANNOT BE PLACED ON BOTH ENDS OF A BOLT, BOLT HEAD OR NUT LOCK SHALL BE PROVIDED TO PERMIT DISASSEMBLY. CONFIRM CLEARANCE TO REMOVE ALL BOLTS WITHOUT DISASSEMBLING MAJOR COMPONENTS.
17. ALL FLANGEWAYS SHALL BE 1 3/4 INCH EXCEPT WHERE NOTED.
18. SEE DRAWING C121 FOR TYPICAL SWITCH DETAILS.



7E SWITCH LAYOUT



No.	Date	Revision	Approved

ENGINEERING DEPARTMENT			
PATH			

CIVIL
 Title
 REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

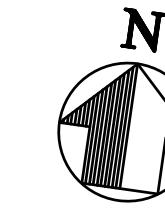
7E SWITCH LAYOUT

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Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY
 Date 11/11/2020
 Contract Number PAT-774.175
 Drawing Number **C114**
 PID# 17351000

NOTES:

- NEW RUNNING RAIL IS 115RE UNLESS OTHERWISE NOTED.
- NEW GUARD RAIL IS 33C1 UNLESS OTHERWISE NOTED.
- MATERIAL SHOWN TO BE INSTALLED DURING A SINGLE OUTAGE. ALL COMPROMISE JOINTS AND RAILS ARE TEMPORARY UNLESS OTHERWISE NOTED.
- EXISTING END FROG 5E/7E REINSTALLED DURING CROSSING DIAMOND INSTALLATION TO BE REMOVED AND REPLACED WITH NEW END FROG FOR 115RE RAIL SECTION. EXISTING PLATES TO BE REMOVED AND TIES PLUGGED BEFORE INSTALLATION OF NEW PLATES.
- TIE #1 THROUGH TIE #29 TO BE INSTALLED PERPENDICULAR TO THE SLIP SWITCH BASELINE BISECTING THE TURNOUT FROGS. STANDARD/CONTACT RAIL TIES ON TRACKS 2 AND 3 SHALL BE ORIENTED TO THE CENTERLINE OF TRACK.
- ALL COMPROMISE RAILS AND ANY RAIL TO BE JOINED TO EXISTING RAILS SHALL BE DELIVERED 12 INCHES LONGER THAN THE DIMENSION SHOWN WITH BLANK END TO ALLOW FOR FIELD CUTTING AND DRILLING.
- TIES SHALL BE PRE-PLATED EXCEPT WHERE EXISTING 100RB PLATES ARE TO BE REINSTALLED.
- LABEL NORMAL AND REVERSE ROUTES ON TIE #9 AND #30.
- TIE POSITIONS REFERENCE THE PITO AT THE MID-POINT OF THE SLIP SWITCH.
- PLATES OMITTED FOR CLARITY.
- SWITCH POINTS SHALL BE 115 RE RAIL, 0° SAMSON POINT DESIGN.
- LENGTHS OF RAILS MEASURED ALONG THE GAUGE LINE.
- ALL TIES EXCEPT HEAD BLOCK TIES SHALL HAVE CHAMFERED ENDS, END PLATES, AND DOWELS AS SHOWN ON DWG. C151.
- LOCATE ALL BOLTED CONNECTIONS SO BOLTS CAN BE REMOVED IN THE FIELD WITHOUT DISASSEMBLING MAJOR COMPONENTS. WHERE A WRENCH CANNOT BE PLACED ON BOTH ENDS OF A BOLT, BOLT HEAD OR NUT LOCK SHALL BE PROVIDED TO PERMIT DISASSEMBLY. CONFIRM CLEARANCE TO REMOVE ALL BOLTS WITHOUT DISASSEMBLING MAJOR COMPONENTS.
- WHERE SWITCH POINTS ARE JOINED TO FROG CASTING, PROVIDE RELIEF FOR BENDING STRESSES CAUSED BY THROW OF SWITCH. BEND JOINT BARS TO ALIGNMENT OF FULLY OPENED SWITCH POINT AND ASSEMBLE JOINT WITH PIPE THIMBLE SLEEVE. ALTERNATIVE DESIGNS MAY BE ACCEPTABLE IF ACCOMPANIED WITH STRESS ANALYSIS. RAIL BASE RELIEF MAY BE OMITTED IF FULL MOVEMENT OF POINT IS ACCOMMODATED IN HEEL JOINT CONNECTION.
- SPECIAL TRACKWORK PLATES SHALL HAVE ZERO CANT, EXCEPT IN TRANSITION WHERE NOTED. STANDARD ATC PLATES SHALL HAVE 1:40 CANT.
- ALL FLANGEWAYS THIS SHEET SHALL BE 1 3/4 INCH.
- FURNISH GUARDED DOUBLE-RAIL OUTER POINTS. ADJUST LENGTH OF POINTS AND CENTER FROG AS REQUIRED BY HEEL BLOCK DESIGN.
- SEE DRAWING C121 FOR TYPICAL SWITCH DETAILS. 'Δ' ARE REPRESENTATIVE STOP LOCATIONS - FINAL DESIGN OF STOPS SHALL BE BY THE CONTRACTOR.



BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700

No.	Date	Revision	Approved

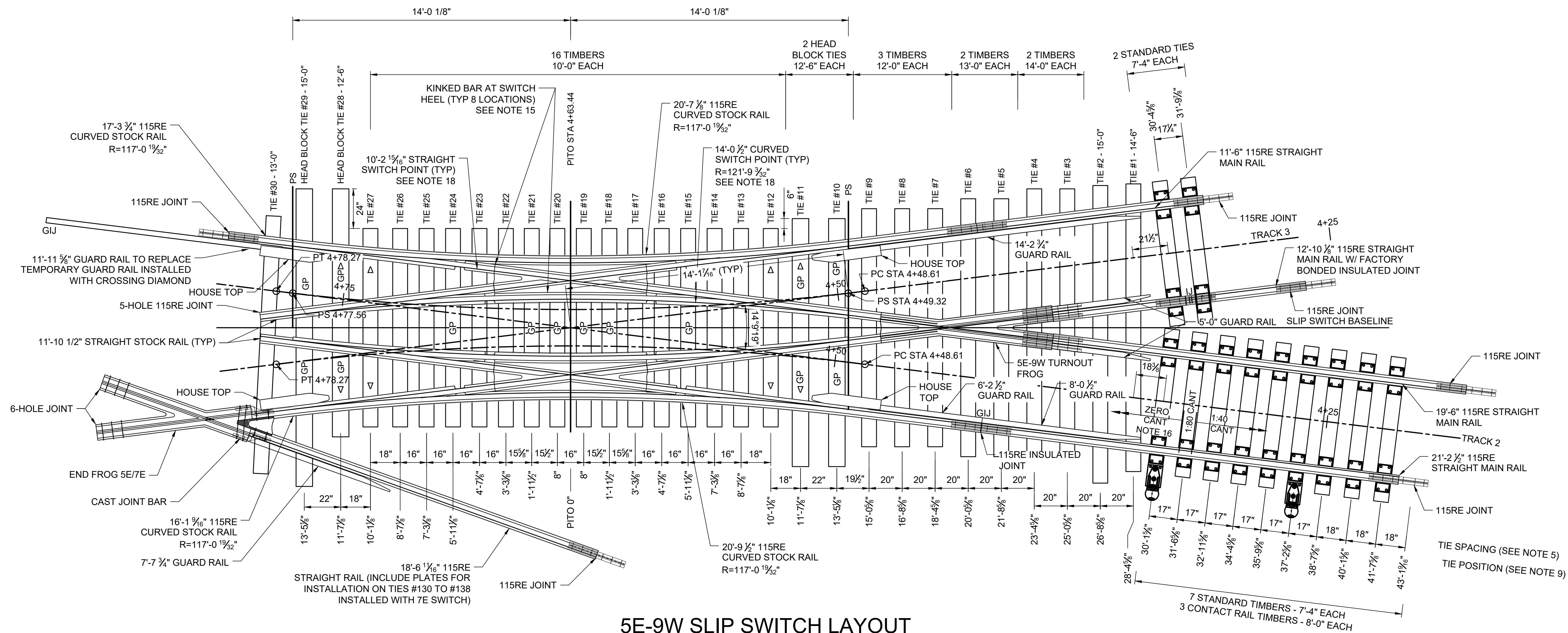
ENGINEERING DEPARTMENT			
PATH			

CIVIL
 Title
 REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

5E-9W SLIP SWITCH LAYOUT

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Designed by **B.HOVEY**
 Drawn by **K.MCCANDLESS**
 Checked by **B.HOVEY**
 Date **11/11/2020**
 Contract Number **PAT-774.175**
 Drawing Number **C115**
 PID# **17351000**



5E-9W SLIP SWITCH LAYOUT



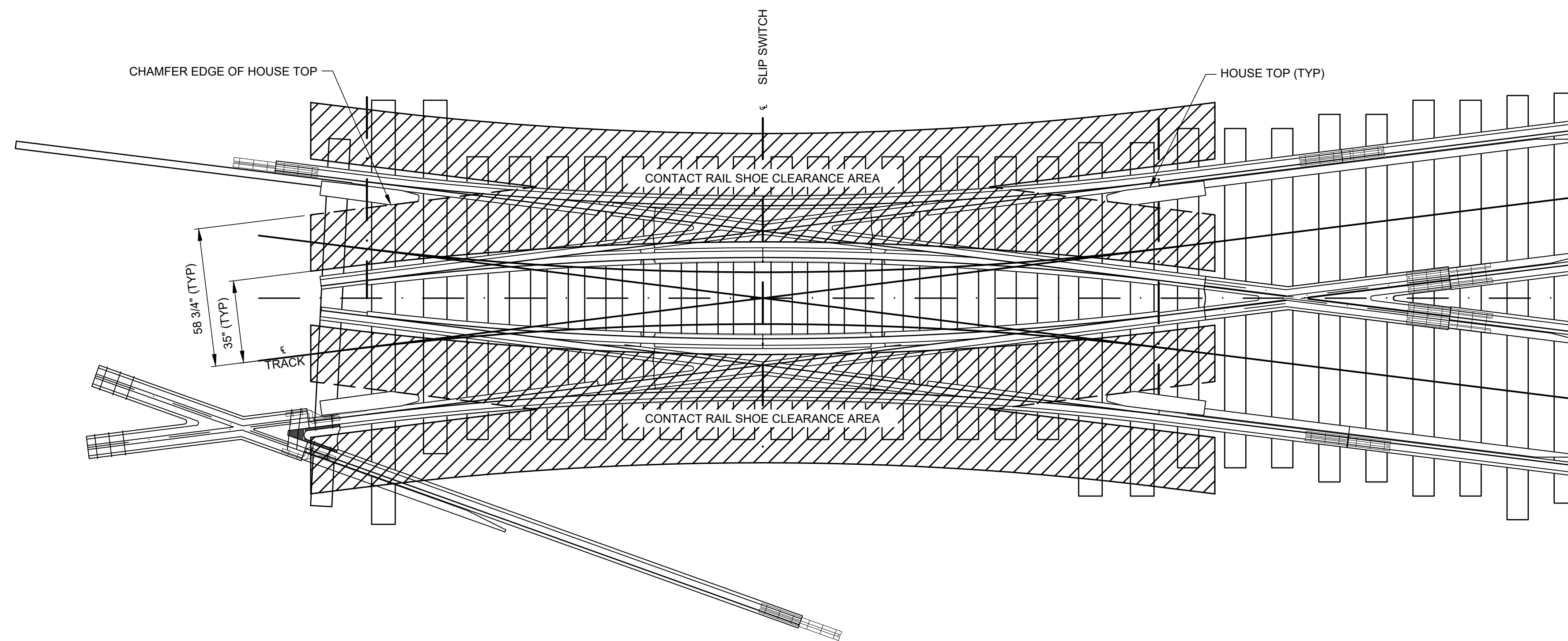


PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

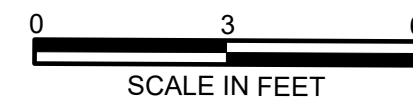
BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700

NOTES:

1. EACH HOUSE TOP FOR THE 5E-9W SLIP SWITCH SHALL BE CLEAR OF THE PATH OF THE CONTACT RAIL SHOE FOR EVERY DIRECTION OF TRAVEL.
2. NO PART OF THE HOUSE TOP, OR ANY OTHER FEATURE THAT EXTENDS ABOVE THE TOP OF RAIL, MAY BE WITHIN THE LIMITS OF THE CONTACT RAIL SHOE CLEARANCE AREA SHOWN.



5E-9W SLIP SWITCH HOUSE TOP CLEARANCE DIAGRAM



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PATH			

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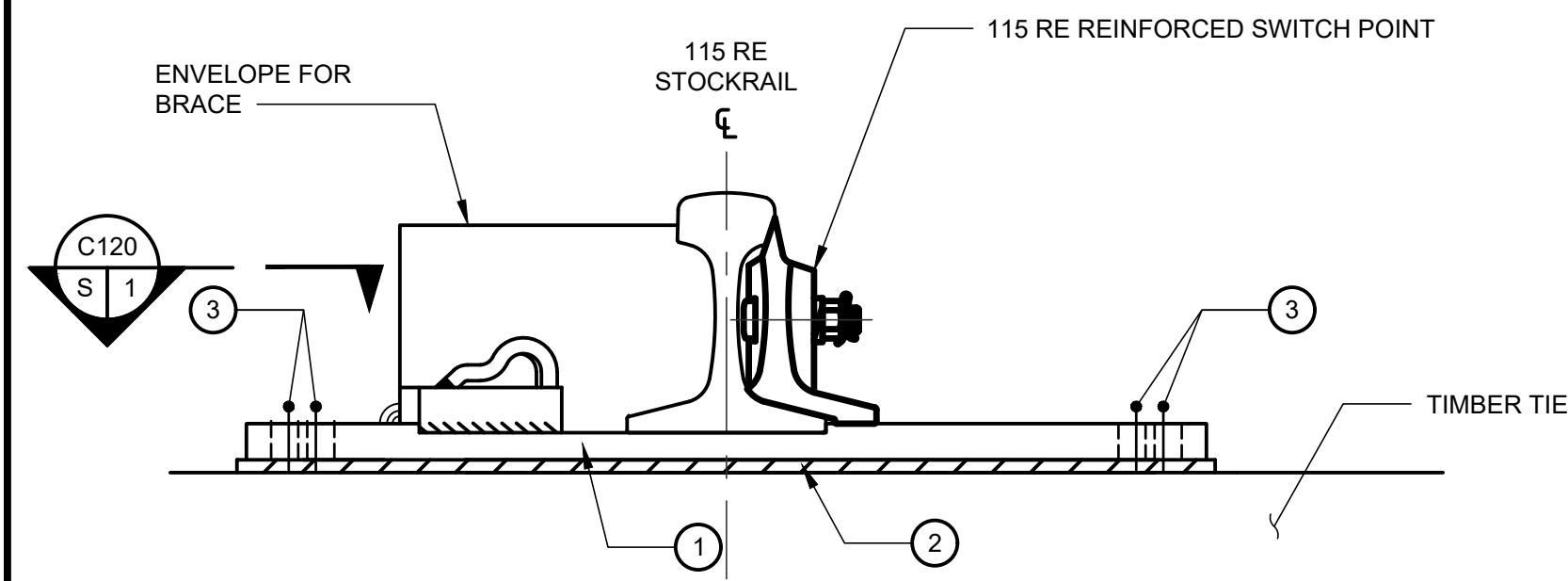
Title
 REPLACEMENT OF HOBOKEN
 INTERLOCKING AND STATION TRACKS
 TRACKWORK PROCUREMENT PACKAGE

 5E-9W SLIP SWITCH HOUSE
 TOP CLEARANCE DIAGRAM

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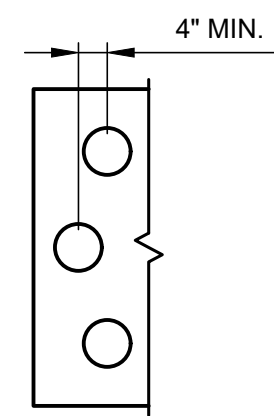
Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY
 Date 11/11/2020
 Contract Number PAT-774.175

Drawing Number **C116**
 PID# 17351000

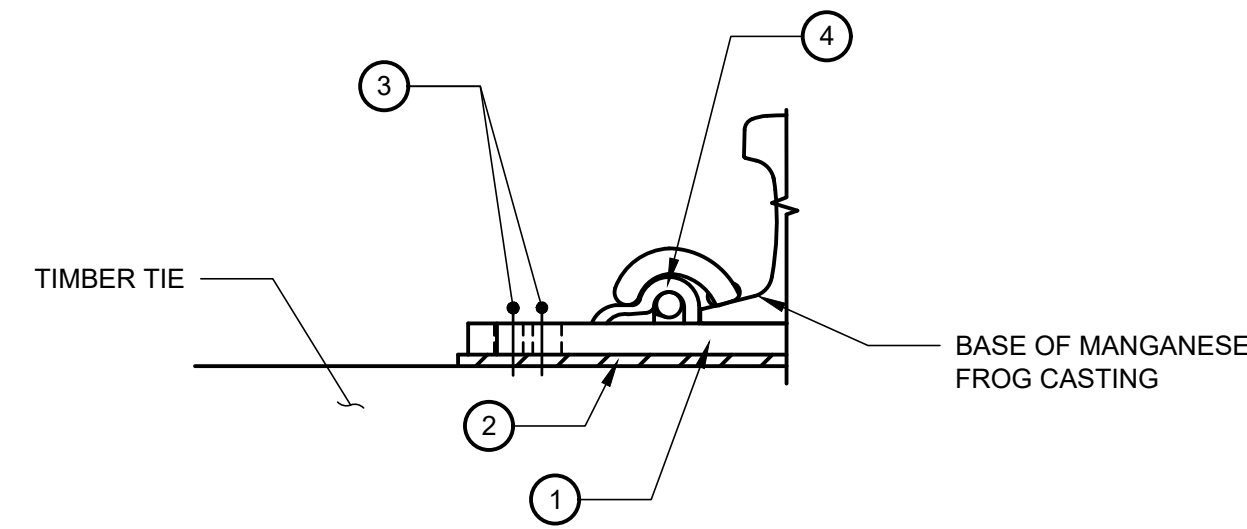


**SWITCH PLATE ASSEMBLY
 W/BRACE**

SCALE: NTS



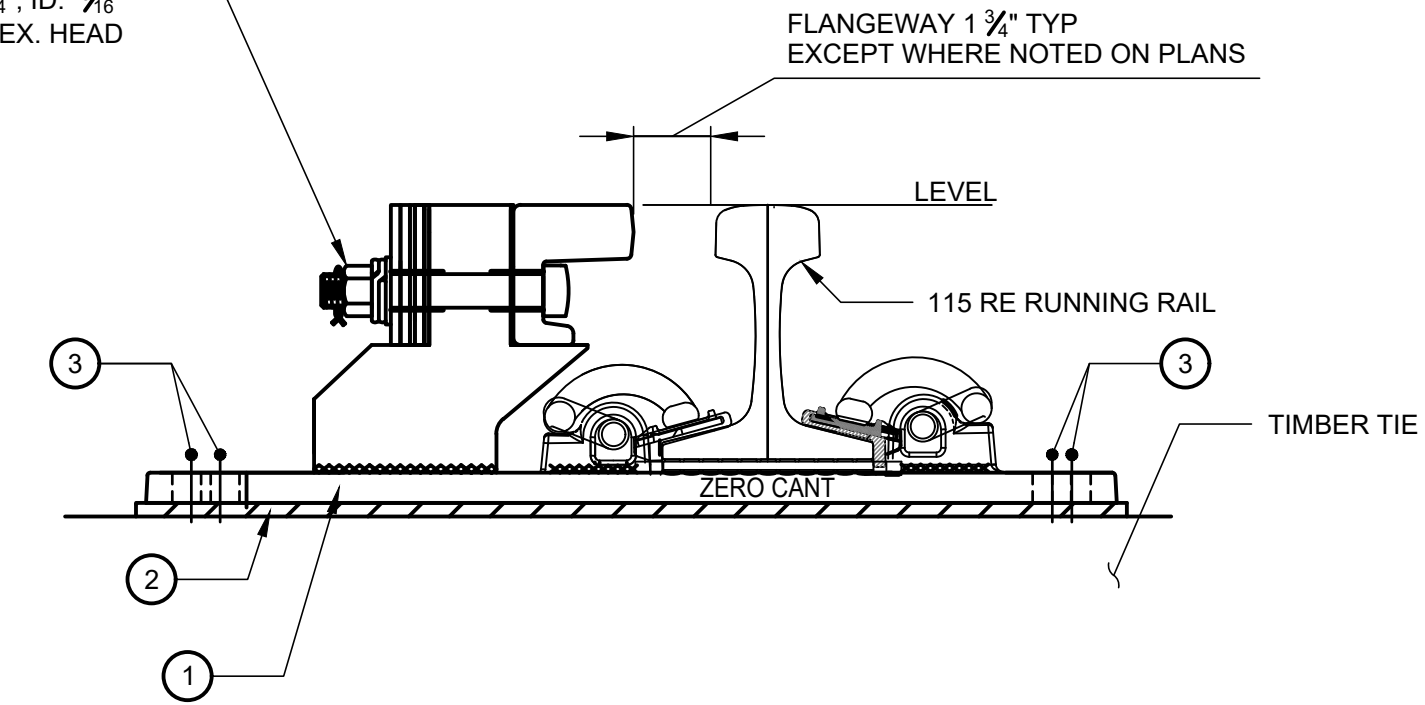
SECTION A



FROG PLATE ASSEMBLY

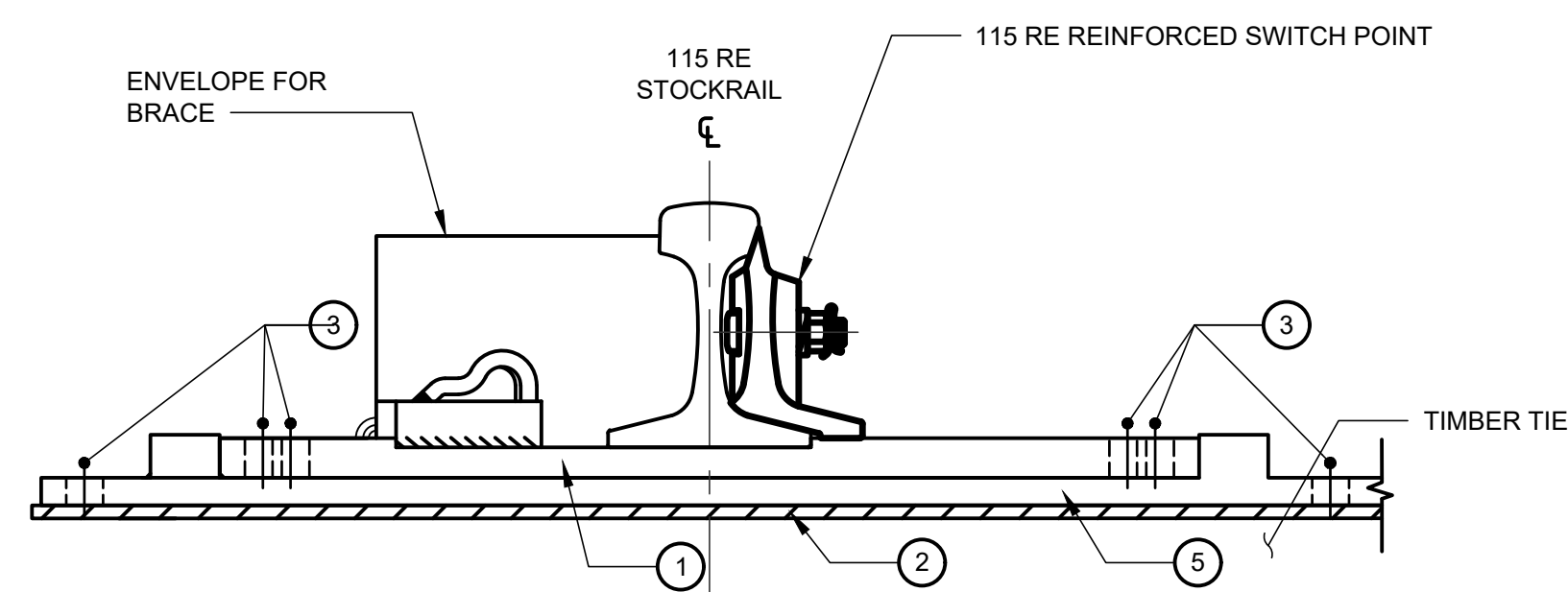
SCALE: NTS

7/8" DIA. x 4" LONG BOLT, HEX. HEAD, GRADE 5
 FLAT WASHER WITH OD. 2 1/2", ID. 1 5/8"
 7/8" DIA. NUT WITH SECURITY LOCK, HEX. HEAD



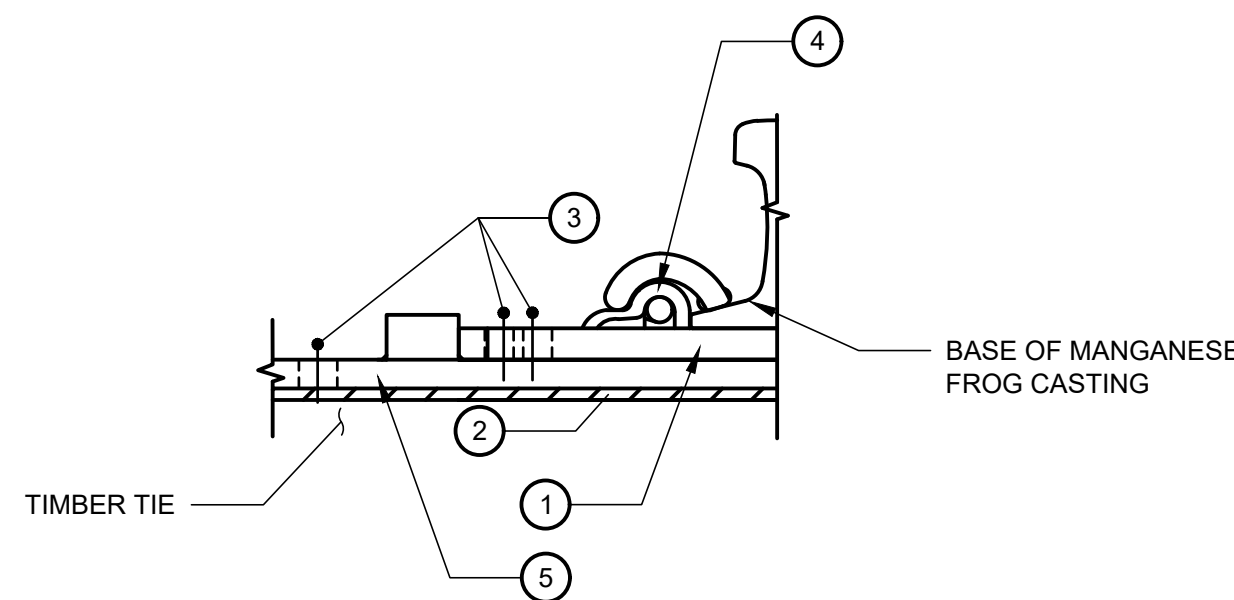
RESTRAINING RAIL ASSEMBLY

SCALE: NTS



**SWITCH PLATE ASSEMBLY
 W/ BRACE ON GAUGE PLATE**

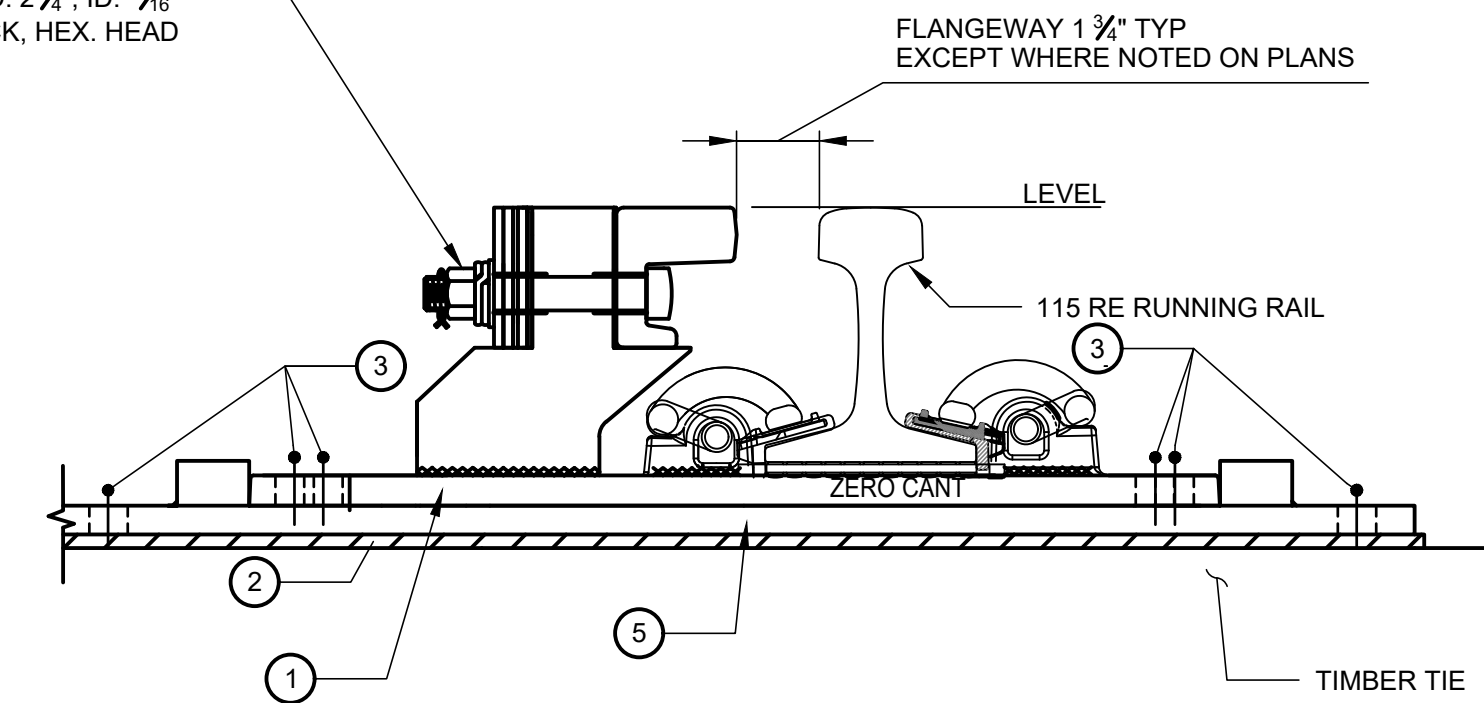
SCALE: NTS



FROG PLATE ASSEMBLY W/ GAUGE PLATE

SCALE: NTS

7/8" DIA. x 4" LONG BOLT, HEX. HEAD, GRADE 5
 FLAT WASHER WITH OD. 2 1/2", ID. 1 5/8"
 7/8" DIA. NUT WITH SECURITY LOCK, HEX. HEAD



RESTRAINING RAIL ASSEMBLY W/ GAUGE PLATE

SCALE: NTS

SPECIAL WORK PLATE ASSEMBLY BILL OF MATERIALS

ITEM	DESCRIPTION	QUANTITY SWITCH	QUANTITY SWITCH W/ GAUGE	QUANTITY FROG	QUANTITY FROG W/ GAUGE	QUANTITY REST. RAIL	QUANTITY REST. RAIL W/ GAUGE
1	PLATE	1	1	1	1	1	1
2	3/32" PAD INSULATOR	1	1	1	1	1	1
3	INSULATING BUSHING, WASHER AND HIGH STRENGTH SCREW SPIKE	6	10	4	4	6	6
4	PANDROL WELD-ON SHOULDER	-	-	2	2	2	2
5	GAUGE PLATE	-	1	-	1	-	1

NOTES:

1. MANUFACTURE U69 GUARD RAIL TO UIC CODE 860 SPECIFICATIONS. WEIGHT: 66.2 POUNDS PER YARD.
2. HOLE CENTER TO CENTER TOLERANCE +/- 1/32" (TOLERANCE IS NOT CUMULATIVE).
3. CAST CHAIRS AND SLIDE PLATES SHOWN, MANUFACTURED CHAIR ACCEPTED. SUBMIT DETAILS FOR APPROVAL.
4. CAST MATERIAL- DUCTILE CAST IRON (ASTM A536 GRADE 6545-12).
5. QUANTITIES FOR GAUGE PLATES ARE FOR A SINGLE RAIL ONLY. DOUBLE FOR SECOND HALF ON OPPOSITE RAIL.
6. PROVIDE INSULATION BETWEEN EACH HALF OF GAUGE PLATE.

No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
PATH			

CIVIL
 Title
 REPLACEMENT OF HOBOKEN
 INTERLOCKING AND STATION TRACKS
 TRACKWORK PROCUREMENT PACKAGE
PLATE ASSEMBLY DETAILS

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Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY
 Date 11/11/2020
 Contract Number PAT-774.175
 Drawing Number C120
 PID# 17351000



PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700

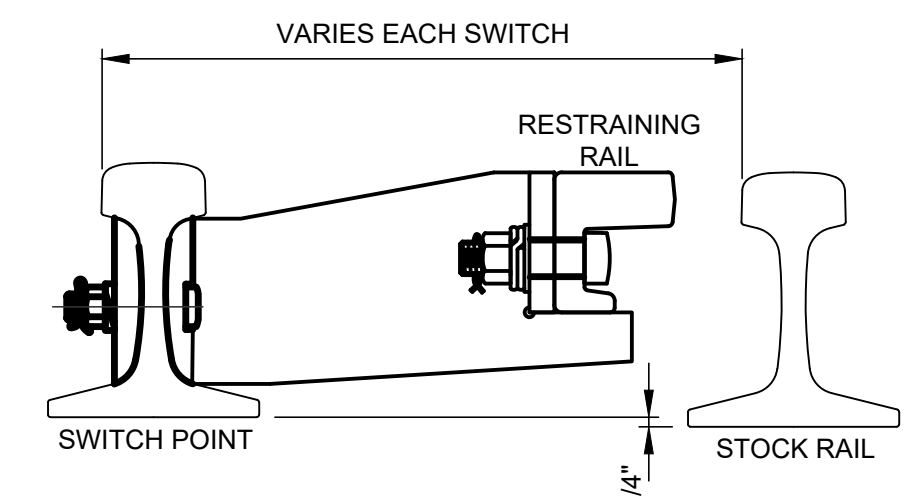
No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
PATH			

CIVIL
 Title
 REPLACEMENT OF HOBOKEN
 INTERLOCKING AND STATION TRACKS
 TRACKWORK PROCUREMENT PACKAGE

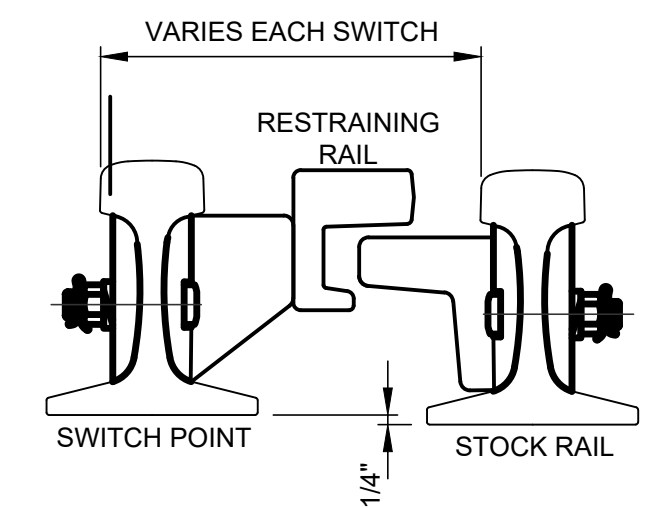
**DOUBLE SWITCH POINT
 DETAILS**

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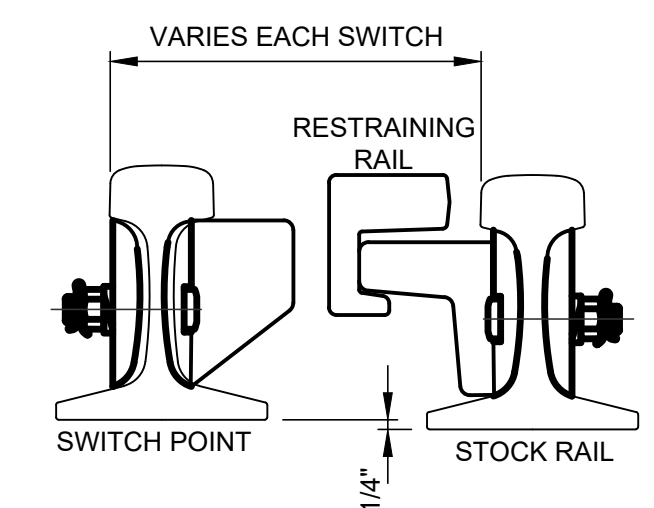
Designed by **B. HOVEY**
 Drawn by **K. MCCANDLESS**
 Checked by **B. HOVEY**
 Date **11/11/2020**
 Contract Number **PAT-774.175**
 Drawing Number **C121**
 PID# **17351000**



DOUBLE POINT HEEL BLOCK
 SCALE: NTS



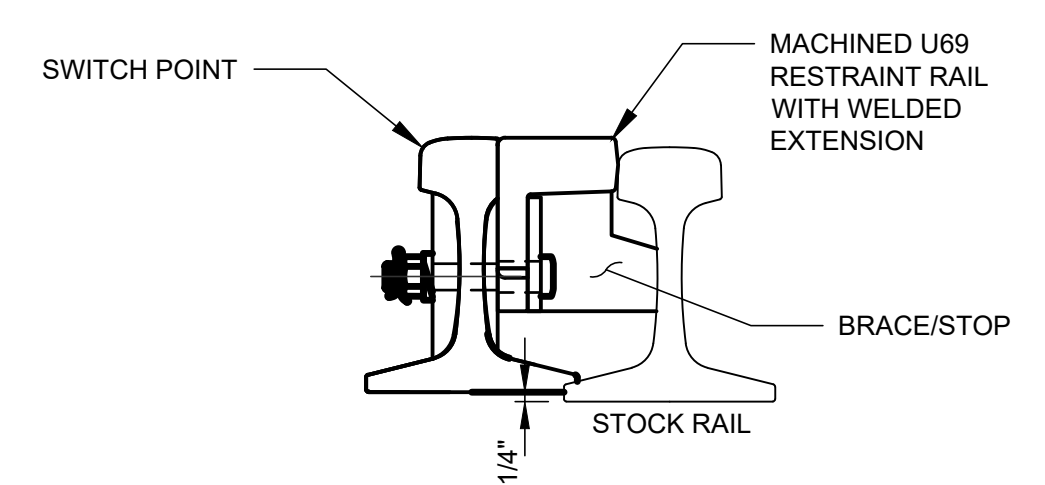
DOUBLE POINT STOP - POINT OPEN
 SCALE: NTS



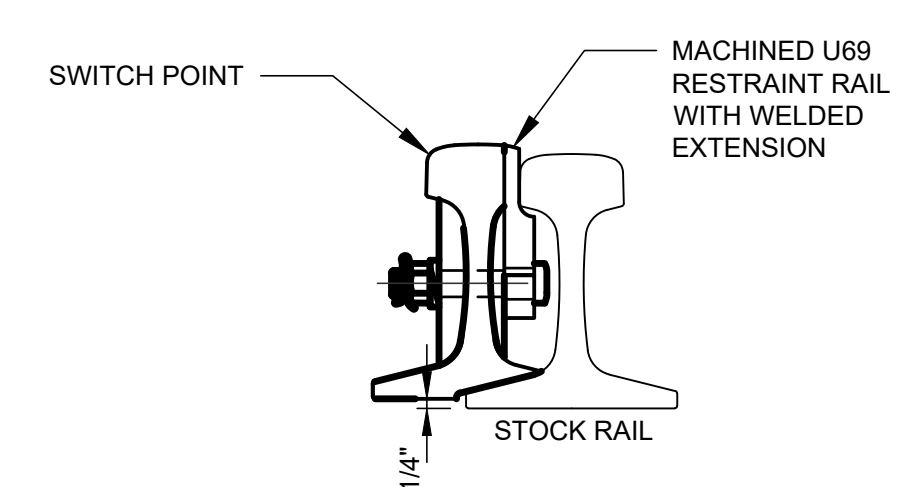
DOUBLE POINT STOP - POINT CLOSED
 SCALE: NTS

NOTES:

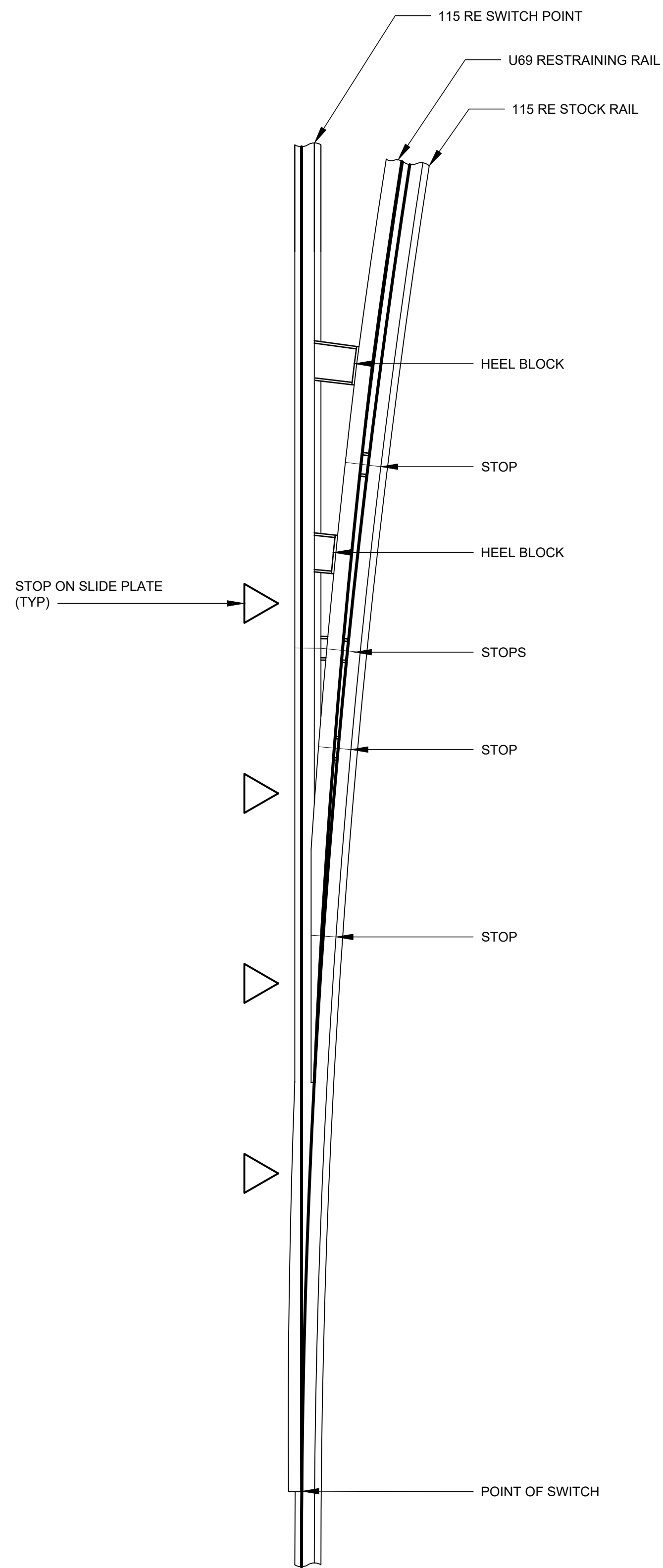
- DESIGN AND FURNISH DOUBLE POINT SWITCH WITH 115 RE POINT RAIL AND U69 RESTRAINING RAIL. DETAILS SHOWN ARE REPRESENTATIVE OF THE GENERAL CONDITION REQUIRED BUT DO NOT REPRESENT ALL MATERIALS THAT MUST BE FURNISHED. FINAL DESIGN OF THE DOUBLE POINT SHALL BE BY THE CONTRACTOR.
- DETERMINE THE FLEX LENGTH OF EACH POINT REQUIRED TO PERMIT OPERATION OF SWITCH BY A10 SWITCH MACHINE. FURNISH RAIL-BASE RELIEF CUTS IF REQUIRED.
- FURNISH THE NUMBER AND SIZE OF STOPS, BRACES AND BLOCKS AS REQUIRED TO MAINTAIN SWITCH AND RESTRAINING RAIL ALIGNMENTS IN EACH POSITION OF THROW.
- FURNISH AT LEAST TWO HEEL BLOCKS PER SWITCH. ONE SHALL BE LOCATED BETWEEN THE LAST SLIDE PLATE AND FIRST FIXED PLATE.
- SLOT HOLES IN U69 RESTRAINING RAIL AND ATTACH TO POINT RAIL WITH SQUARE-HEAD SHOULDER BOLT OR OTHER DETAIL TO PERMIT SLIP BETWEEN RAILS WHEN THROWN.
- ON THE DOUBLE POINT, INCLUDE GREASE FITTINGS AND MACHINED GROOVES TO PERMIT GREASE TO BE APPLIED ALONG THE LENGTH OF THE INTERFACE BETWEEN THE TWO RAILS.
- DOUBLE-RAIL POINTS FOR THE DOUBLE-SLIP MAY BE FURNISHED WITH 115 RE RESTRAINING RAIL.



DOUBLE POINT - FULL-SECTION RESTRAINING RAIL
 SCALE: NTS



DOUBLE POINT - BEGIN RESTRAINING RAIL
 SCALE: NTS



TYPICAL POINT LAYOUT
 SCALE: NTS



PORT AUTHORITY
TRANS-HUDSON CORPORATION

HNTB CORPORATION
1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
NJ Professional Engineer # 24GE04843300
NJ Certificate of Authorization # 24GA28000700

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ENGINEERING DEPARTMENT			
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CIVIL

Title
REPLACEMENT OF HOBOKEN
INTERLOCKING AND STATION TRACKS
TRACKWORK PROCUREMENT PACKAGE

HOUSE TOP DETAILS

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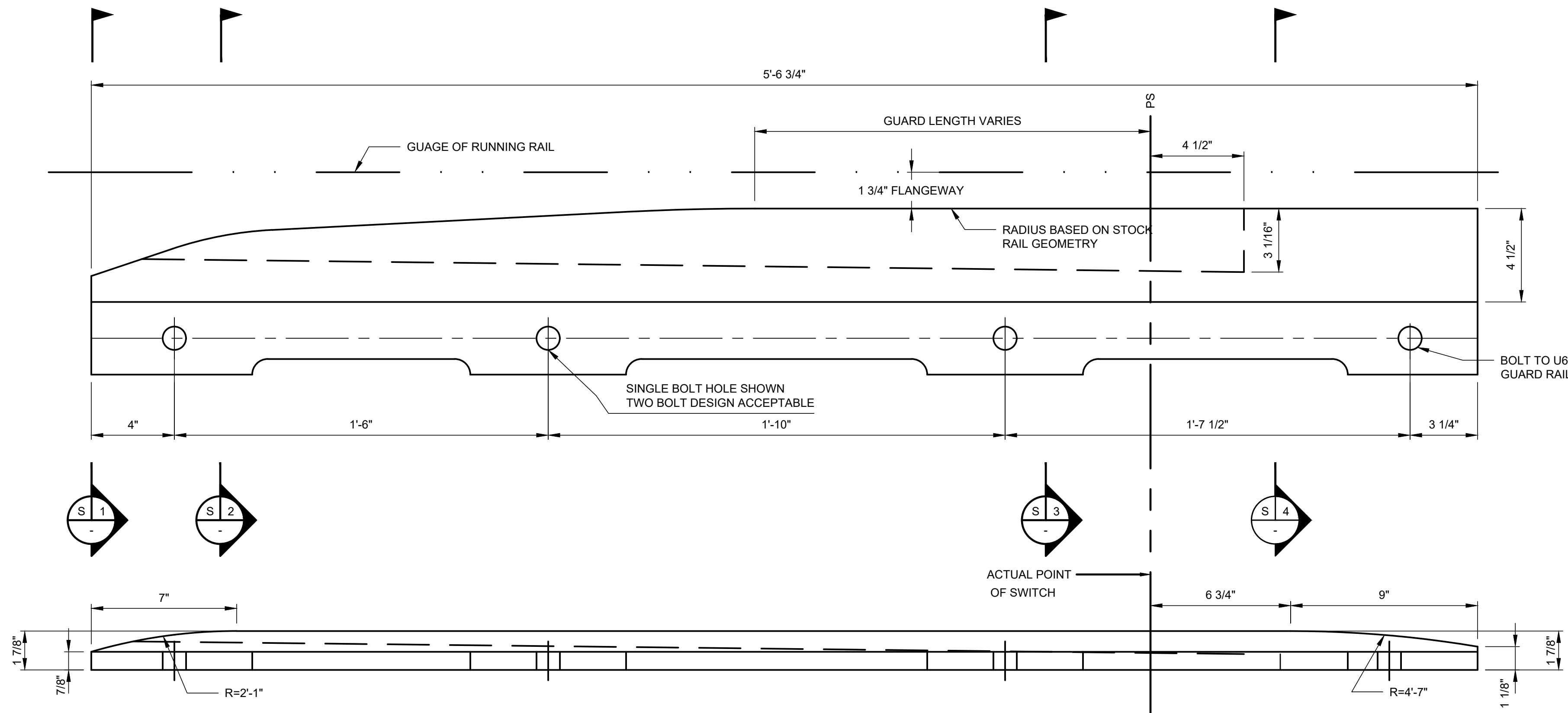
Designed by B. HOVEY
Drawn by K. MCCANDLESS
Checked by B. HOVEY

Date 11/11/2020

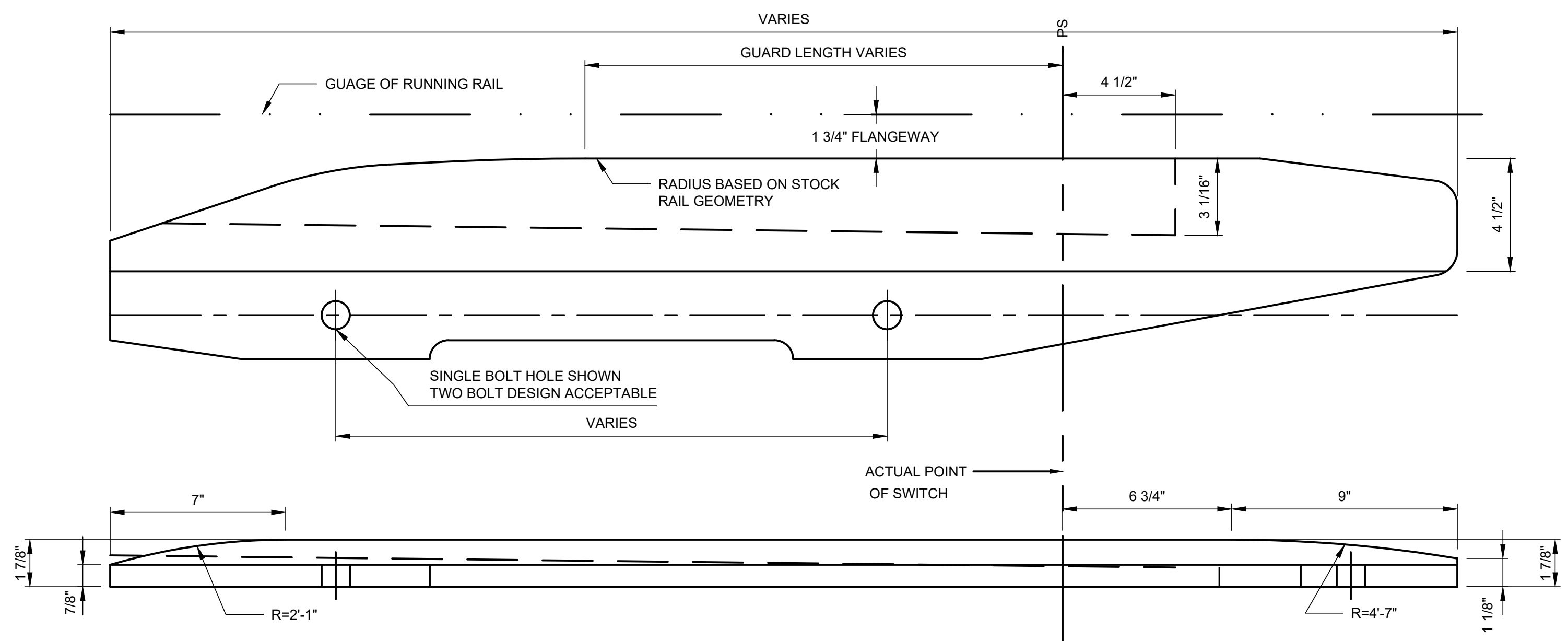
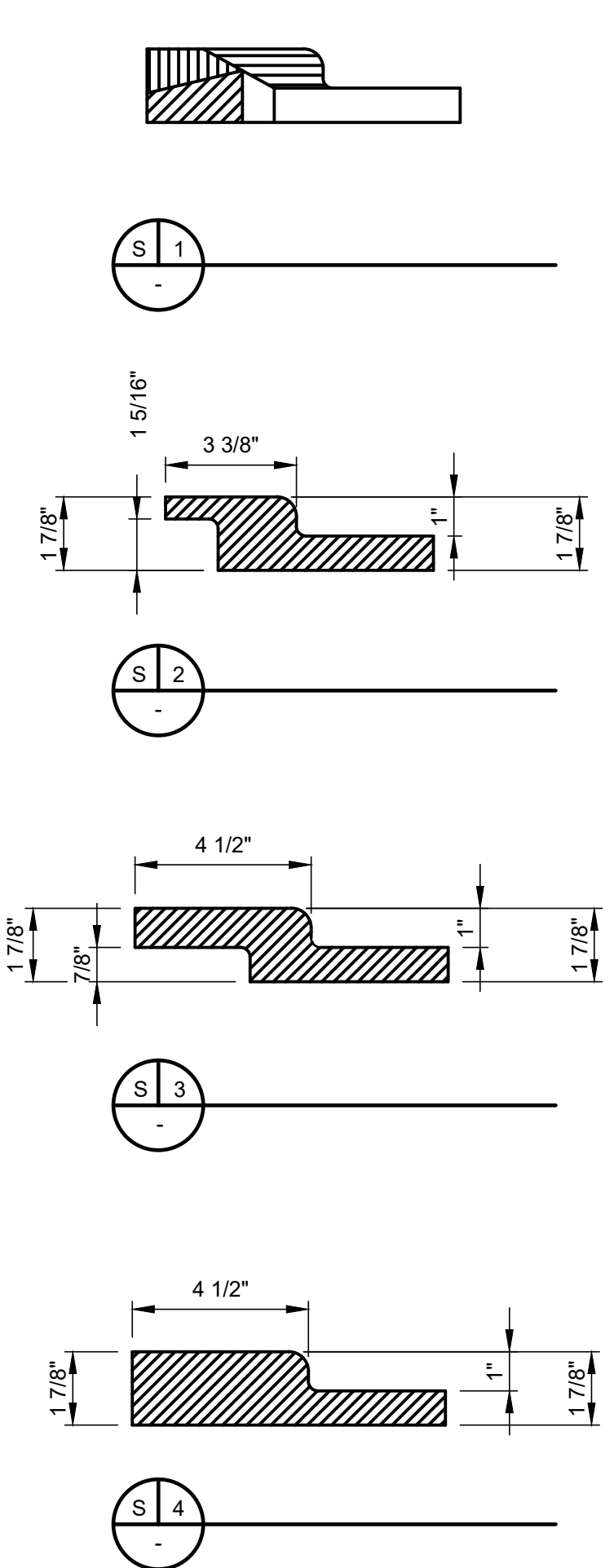
Contract Number PAT-774.175

Drawing Number C122

PID# 17351000



TYPICAL TURNOUT HOUSE TOP
RH SHOWN; LH OPPOSITE



TYPICAL SLIP HOUSE TOP
RH SHOWN; LH OPPOSITE

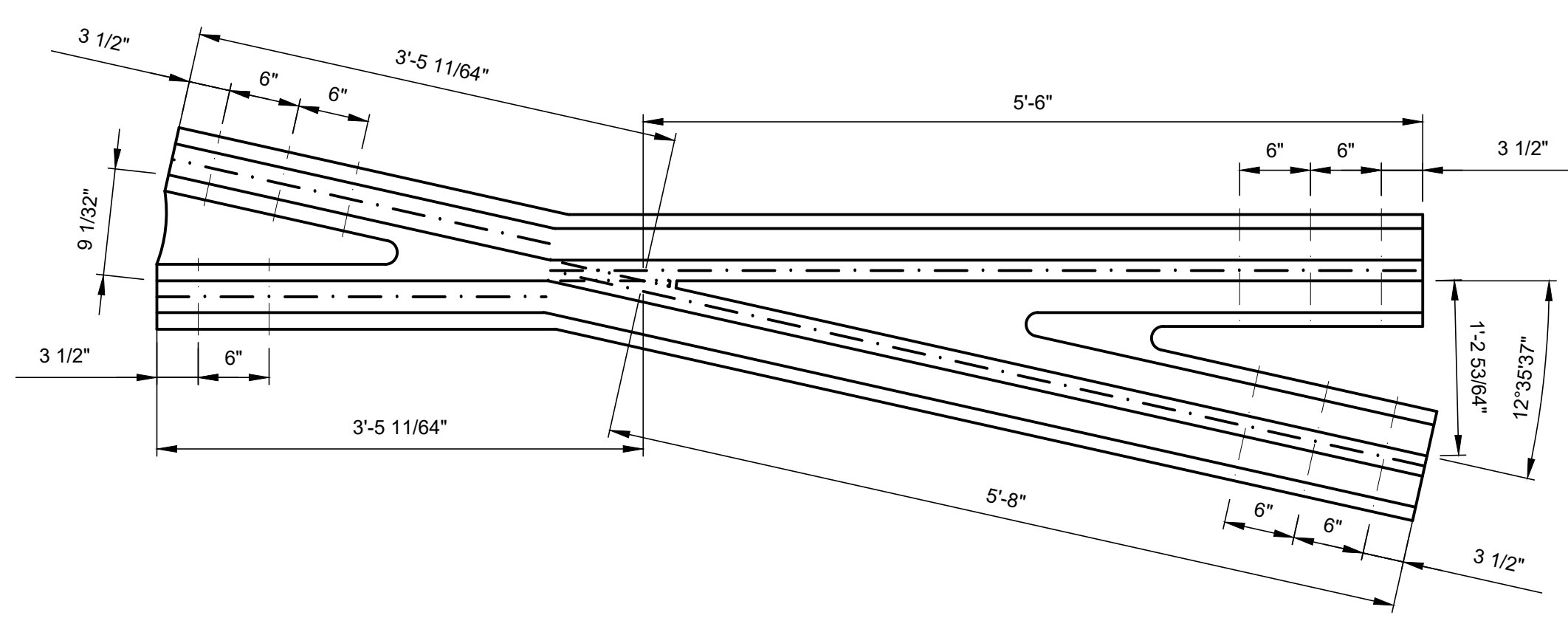
NOTES:

1. TYPICAL HOUSE TOP SHOWN. FINAL DESIGN BY FABRICATOR.
2. RAISED LETTERS OR FIGURES SHALL NOT BE LOCATED ON TOP SURFACE.
3. HOUSE TOPS SHALL BE FURNISHED WITH NECESSARY HARDWARE TO ATTACH TO CHAIRS.
4. DESIGN THE 5E-9W SLIP SWITCH HOUSE TOPS TO ENSURE THAT THEY ARE CLEAR OF THE CONTACT RAIL SHOE FOR ALL ROUTES. SEE DWG. C116 FOR CLEARANCE DIAGRAM.



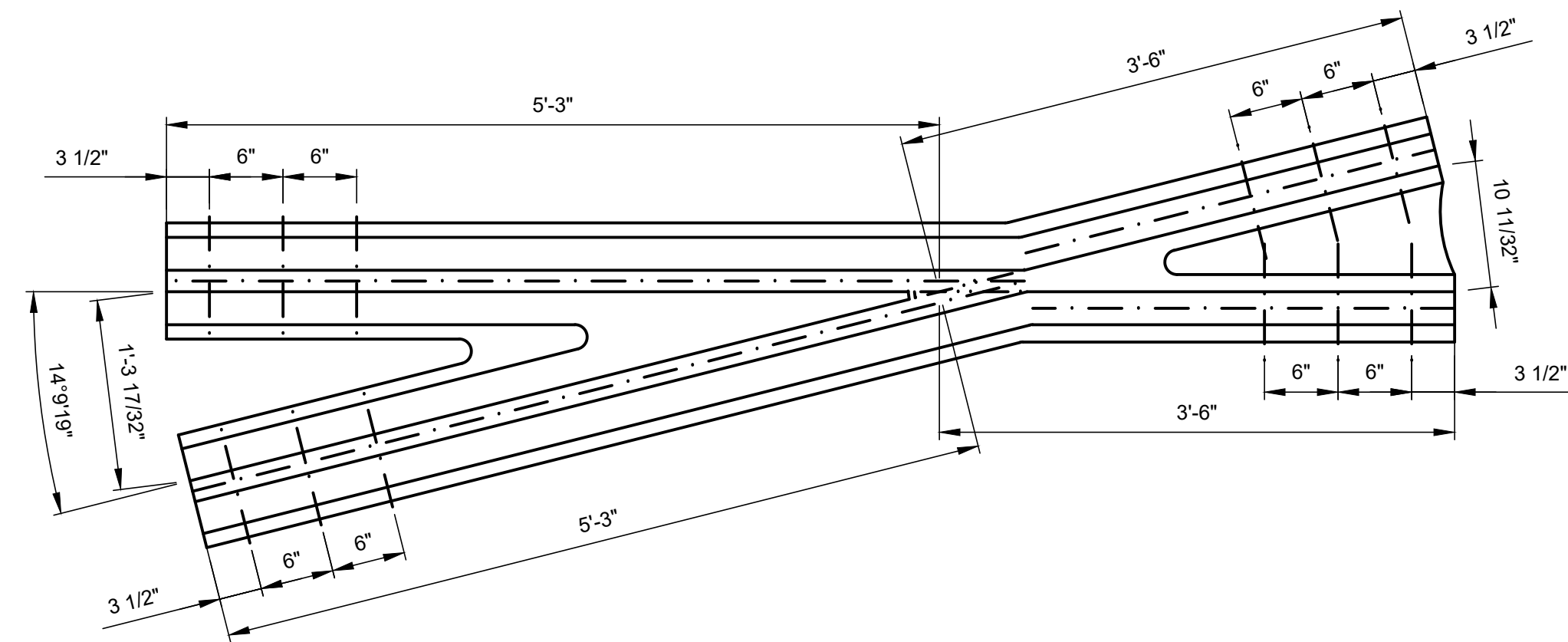
PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700



7W TURNOUT FROG

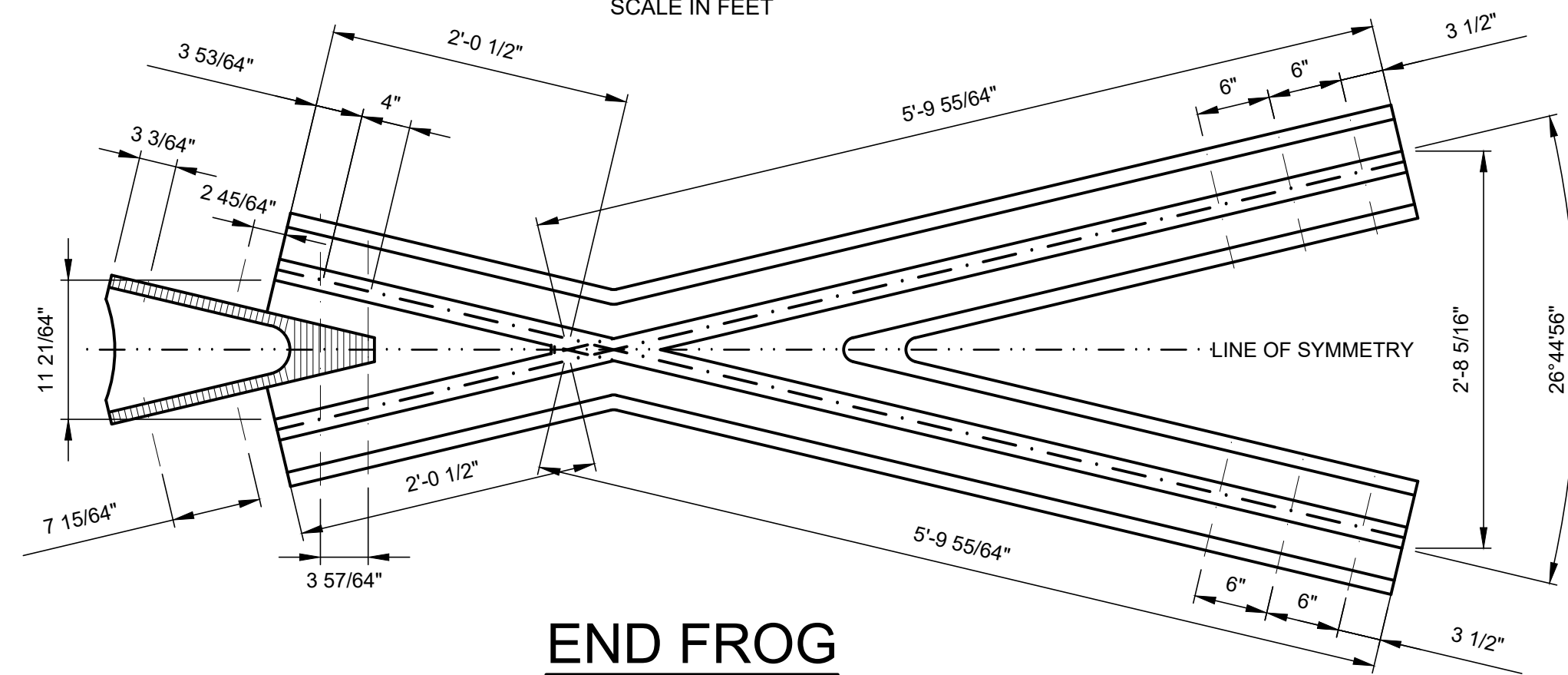
0 1 2
 SCALE IN FEET



5E/9W TURNOUT FROG

TWO LOCATIONS

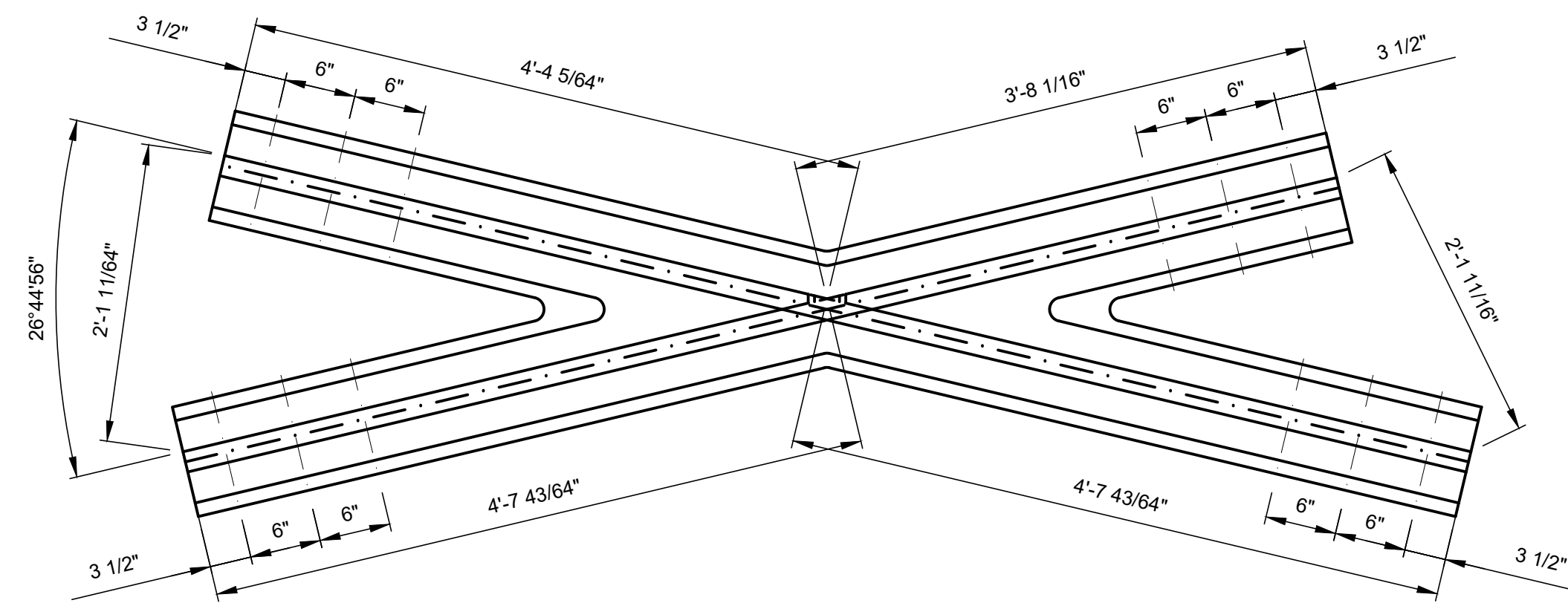
0 1 2
 SCALE IN FEET



END FROG

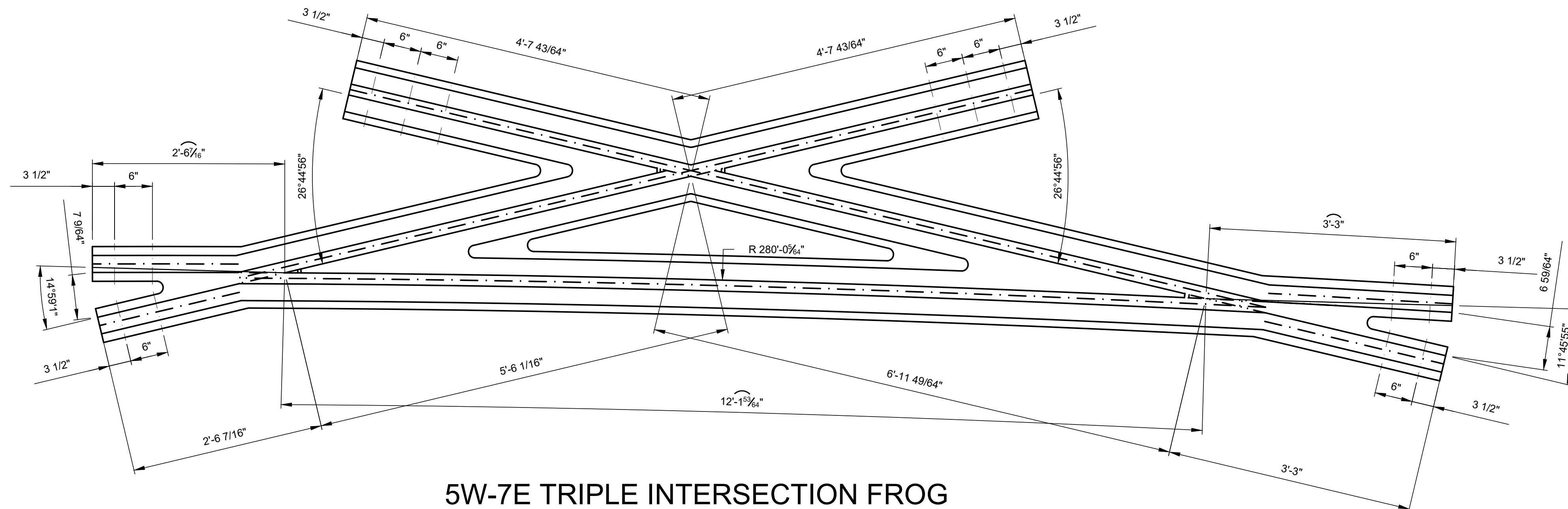
TWO LOCATIONS

0 1 2
 SCALE IN FEET



7W-5E CENTER FROG

0 1 2
 SCALE IN FEET



5W-7E TRIPLE INTERSECTION FROG

0 1 2
 SCALE IN FEET

NOTES:

1. ALL FROGS SHALL BE SOLID CAST MANGANESE STEEL.
2. FROG SECTION SHALL MATCH THE STANDARD 115RE RAIL SECTION.
3. ALL CASTINGS SHALL BE CLEARLY MARKED IN 1/8" RAISED BY 3/4" HIGH LETTERS. MARKING SHALL INCLUDE THE CASTING NUMBER, YEAR OF MANUFACTURE AND MANUFACTURER'S NAME.
4. CHAMFER ALL END HOLES 1/16".
5. TREAD BEARING SURFACES AND FLANGWAY FLOORS TO BE 1 3/8" MINIMUM WIDTH.
6. FURNISH CAST JOINT BARS FOR CONNECTIONS TO TOE OF END FROGS. DESIGN ALL OTHER FROG LEGS TO ACCOMMODATE STANDARD-SECTION JOINT BARS.
7. FLANGWAY SHALL BE 1 3/4 INCH FOR ALL FROGS.

CIVIL

Title
 REPLACEMENT OF HOBOKEN
 INTERLOCKING AND STATION TRACKS
 TRACKWORK PROCUREMENT PACKAGE

FROG DETAILS

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Designed by B. HOVEY
 Drawn by K. MCCANDLESS
 Checked by B. HOVEY

Date 11/11/2020

Contract Number PAT-774.175

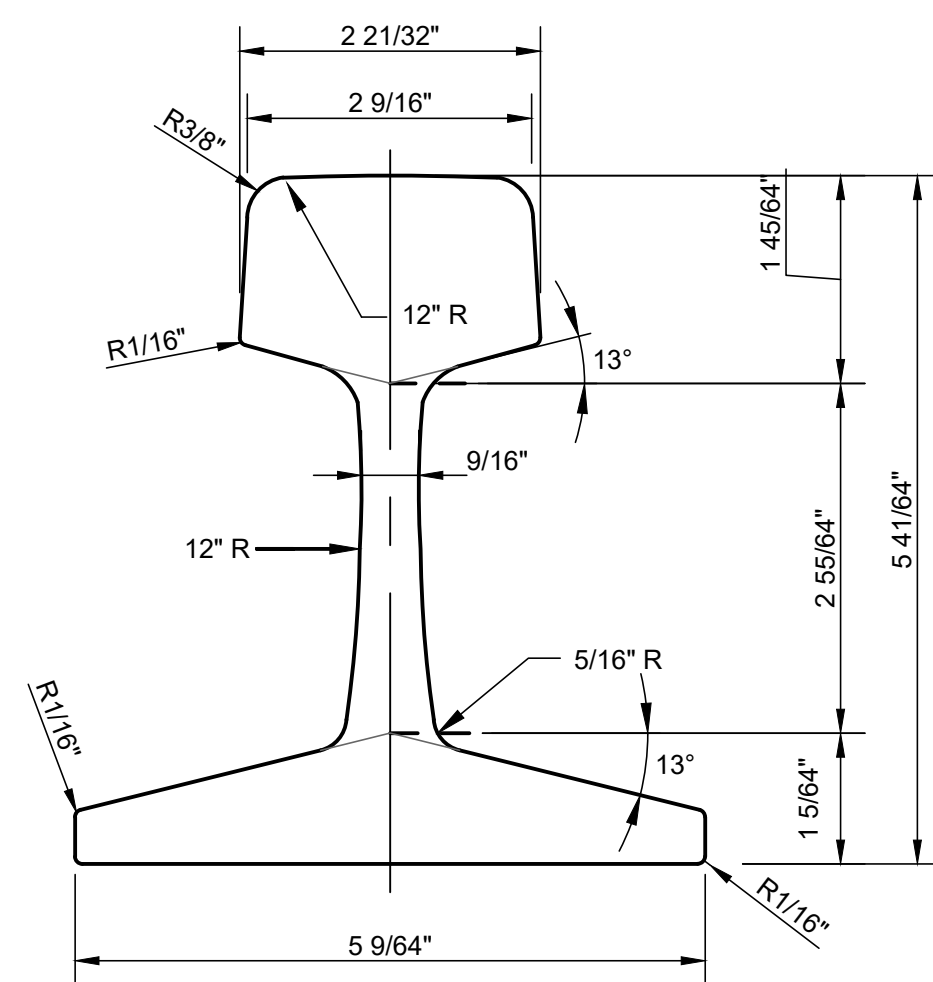
Drawing Number C123

PID# 17351000

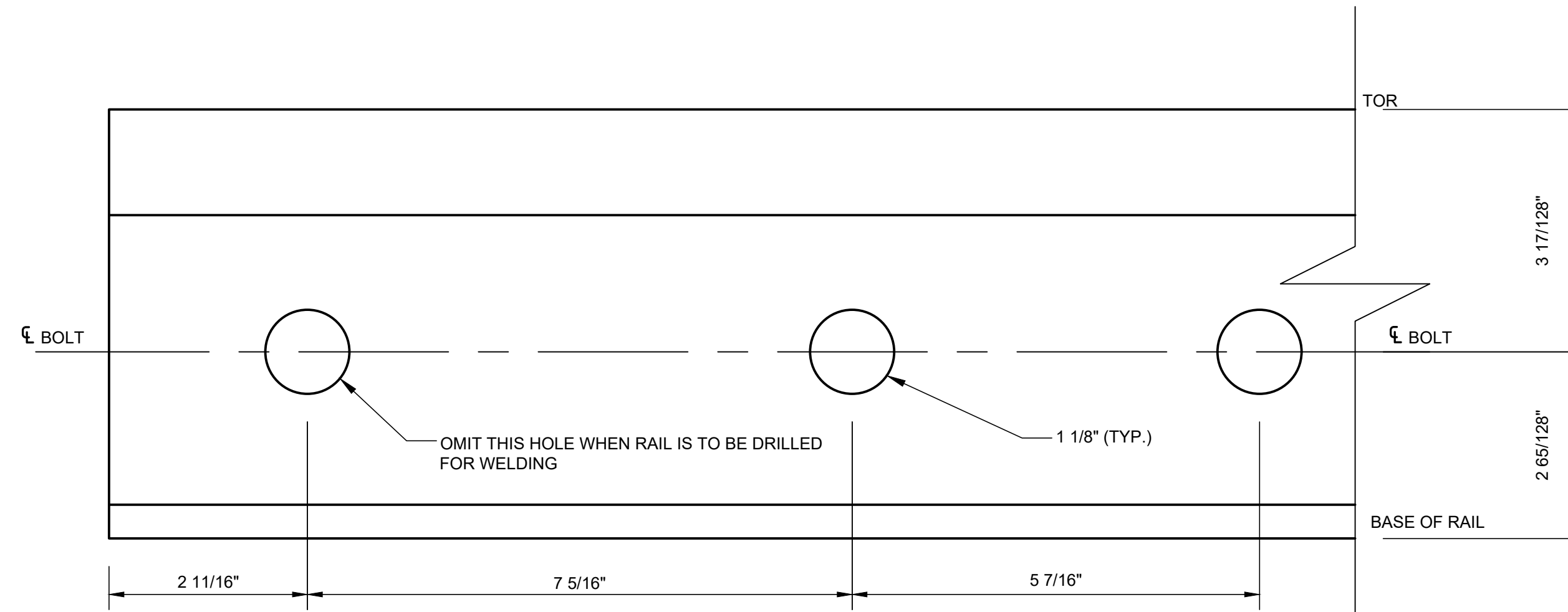


PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

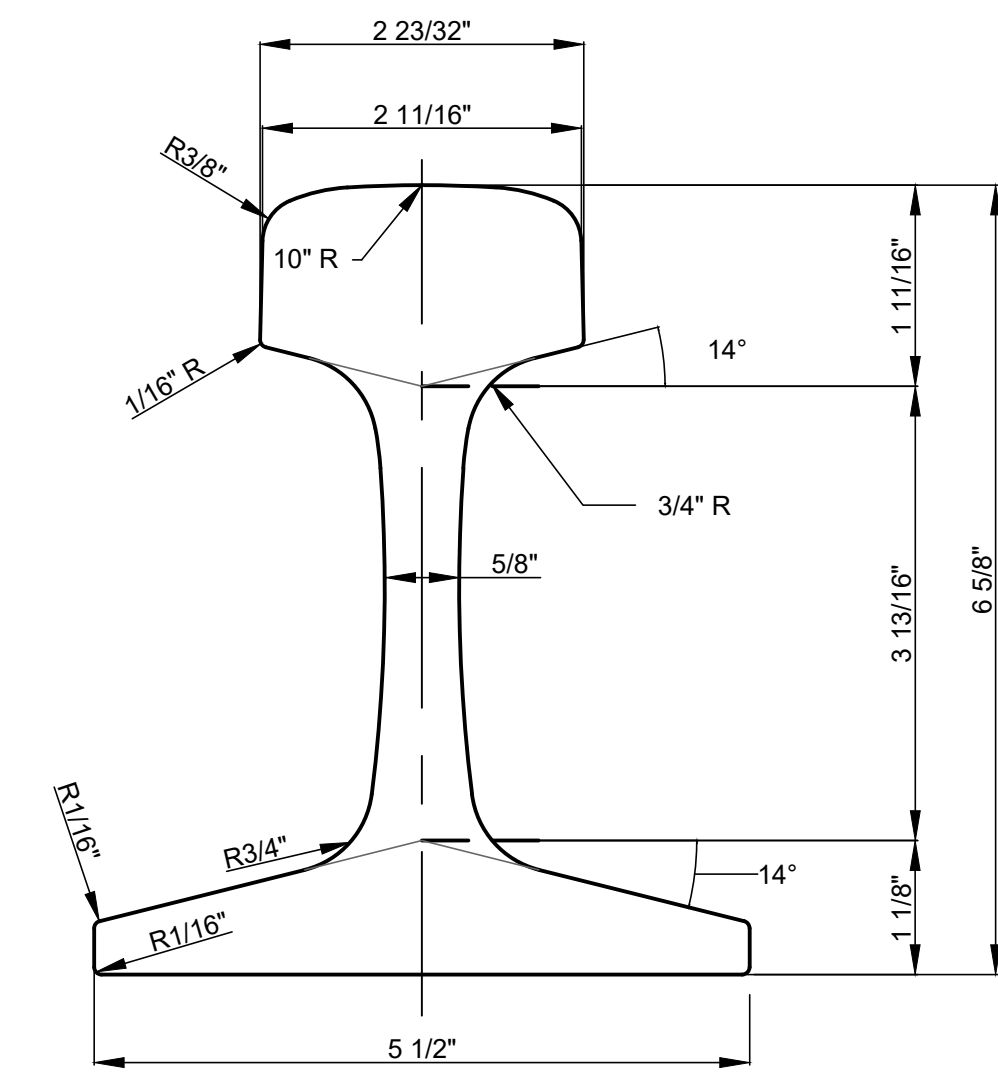
BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700



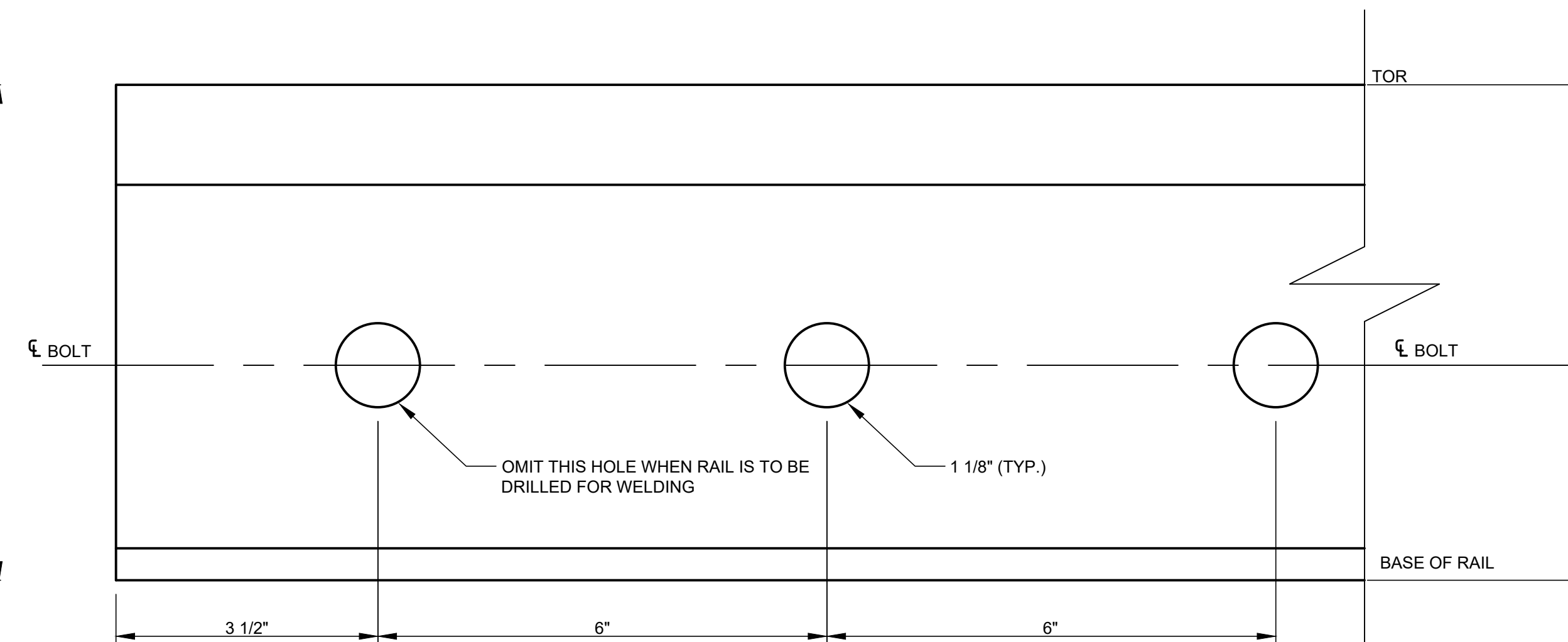
100RB RAIL SECTION
 SCALE: NTS



100RB RAIL PROFILE
 SCALE: NTS



115RE RAIL SECTION
 SCALE: NTS



115RE RAIL PROFILE
 SCALE: NTS

NOTES:

1. BEVEL RAIL ENDS FOR BOLTED JOINTS.
2. DO NOT BEVEL RAIL ENDS WHEN DRILLED FOR WELDING OR MARKED TO BE CUT TO FIT IN THE FIELD.
3. DO NOT BEVEL RAIL ENDS FOR BOLTED INSULATED JOINTS.

No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
PATH			

CIVIL
 Title

REPLACEMENT OF HOBOKEN
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**SECTION AND RAIL DRILLING
 - 115RE AND 100RB**

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Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY
 Date 11/11/2020
 Contract Number PAT-774.175
 Drawing Number C130
 PID# 17351000



PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE0484300
 NJ Certificate of Authorization # 24GA28000700

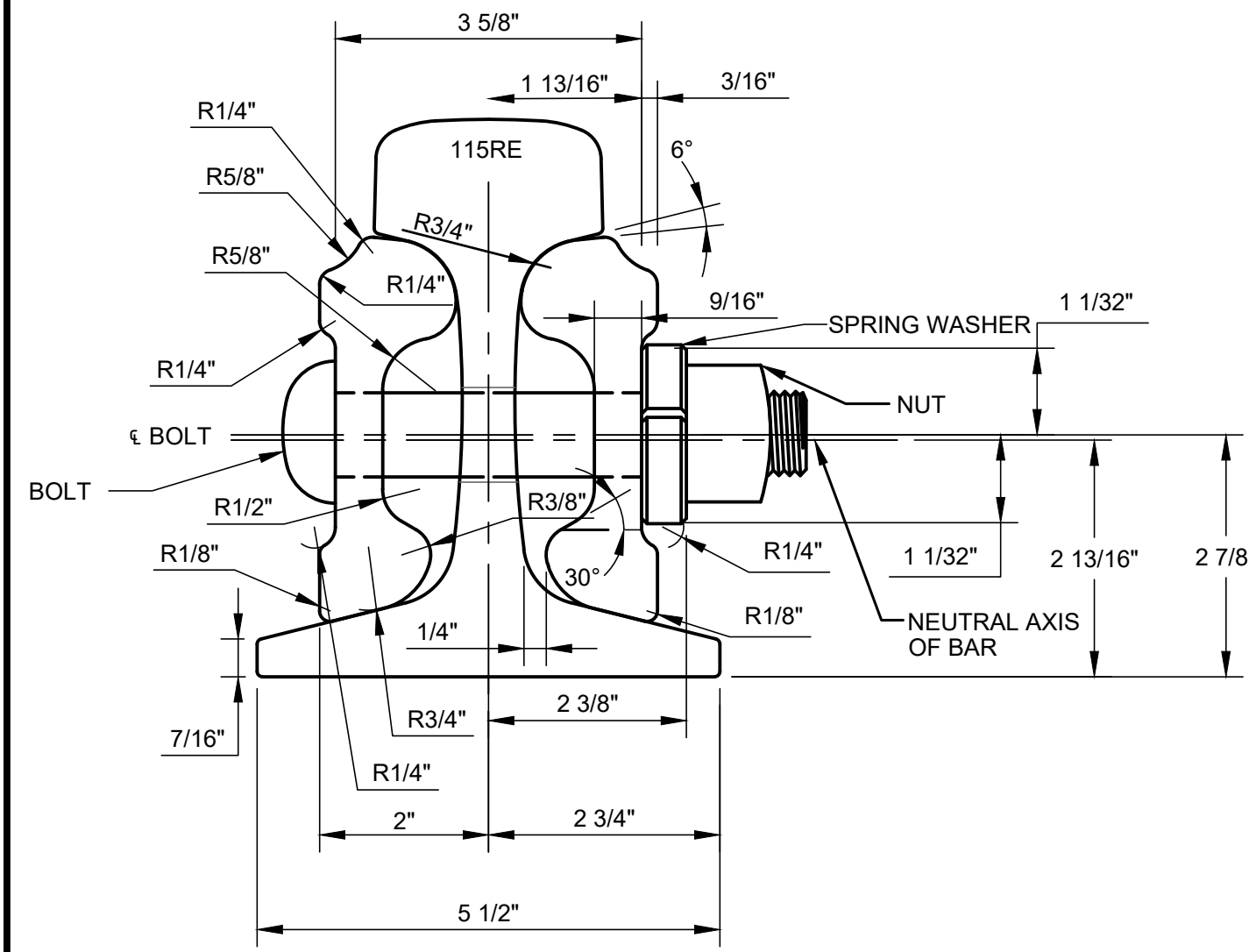
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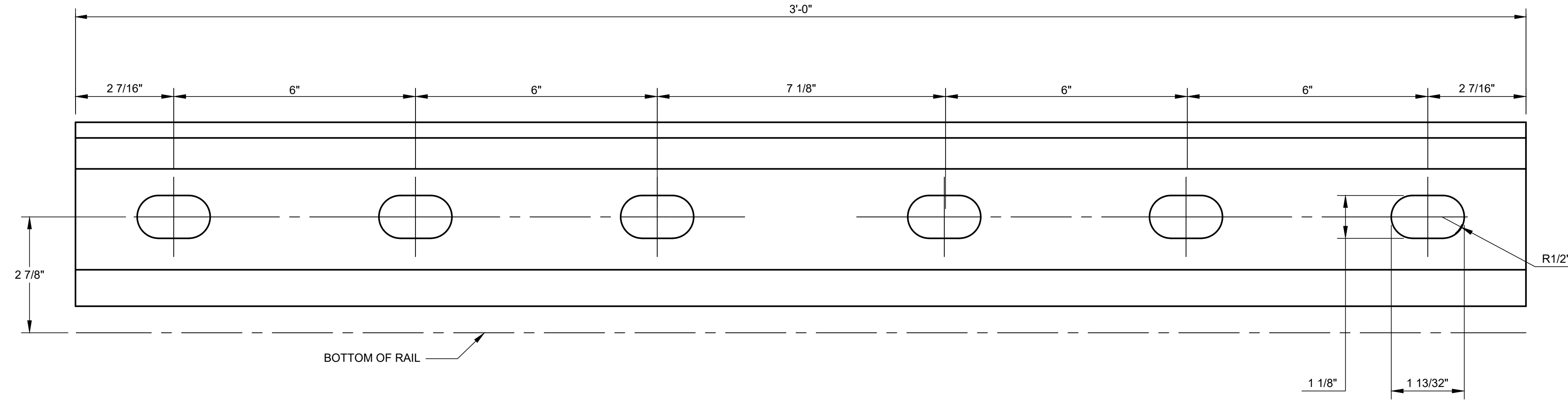
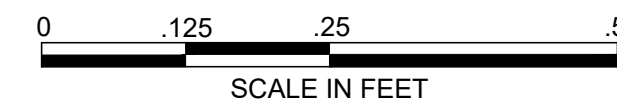
CIVIL	
Title	
REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE	
JOINT BAR ASSEMBLIES - BOLTED JOINTS	

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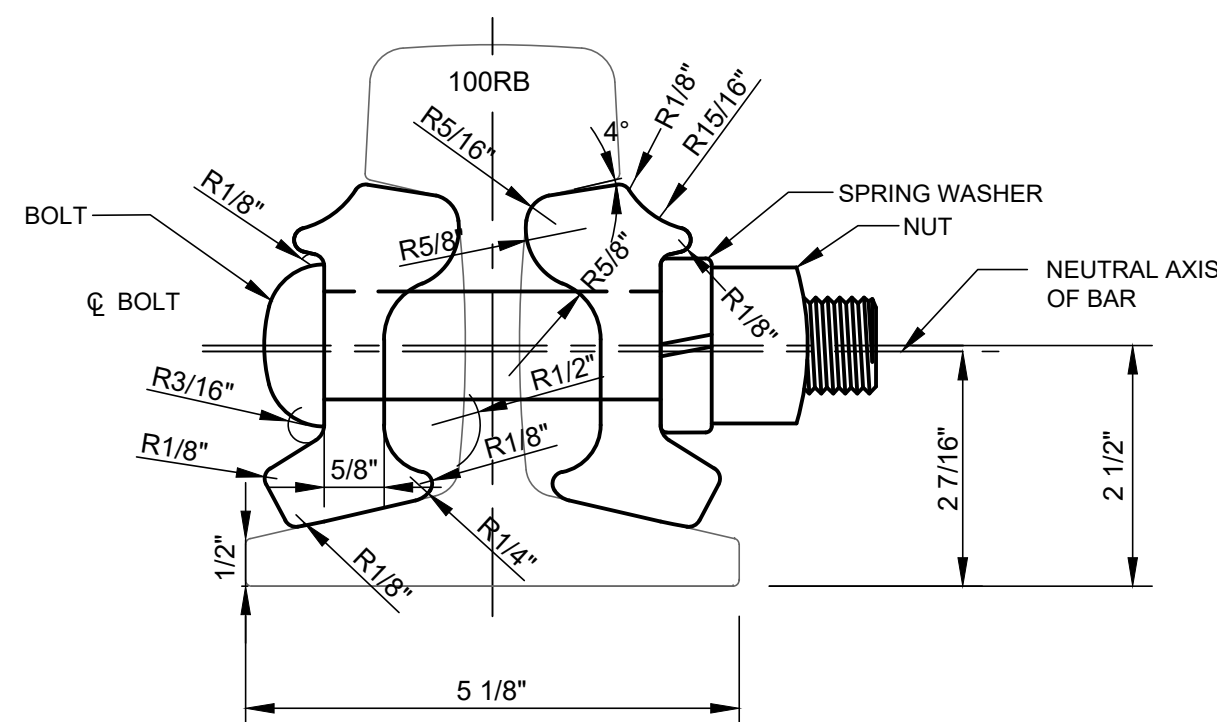
Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY
 Date 11/11/2020
 Contract Number PAT-774.175
 Drawing Number **C131**
 PID# 17351000



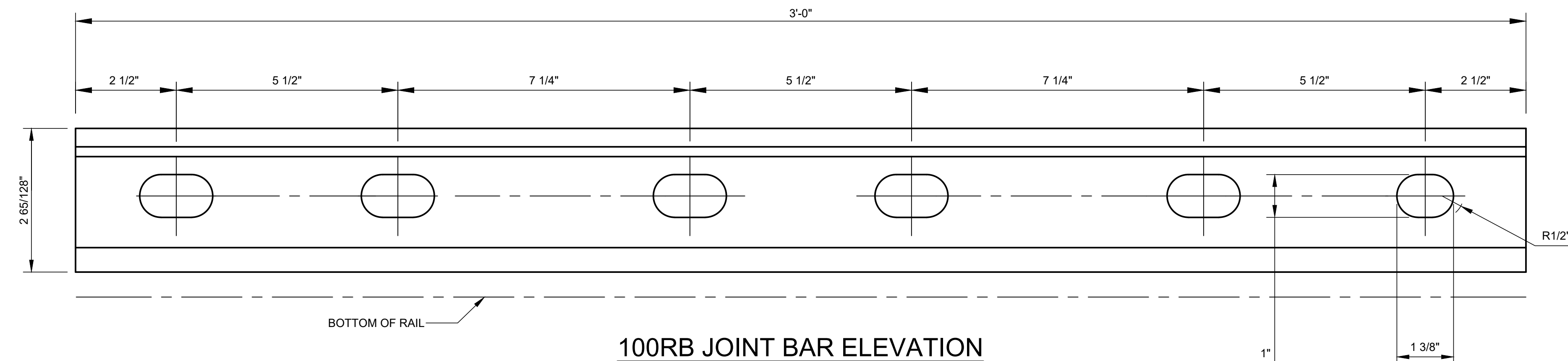
115RE JOINT BAR SECTION



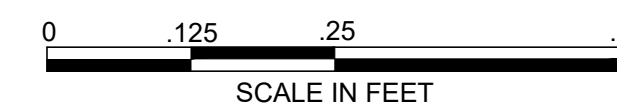
115RE JOINT BAR ELEVATION



100RB JOINT BAR SECTION



100RB JOINT BAR ELEVATION



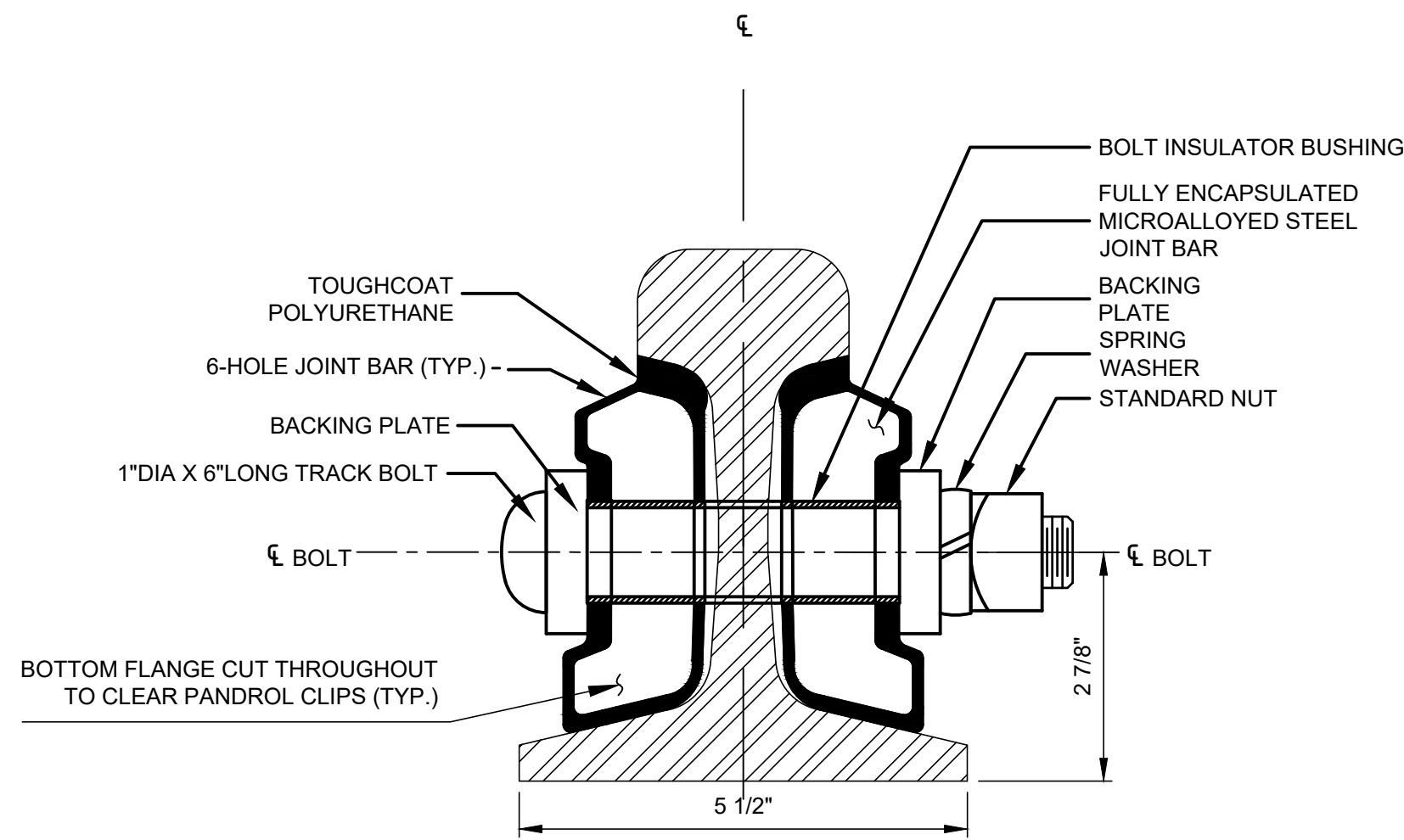
NOTES:

- SEE C130 FOR STANDARD RAIL END DRILLING.
- BEVEL RAIL ENDS FOR BOLTED JOINTS DO NOT BEVEL BLANK ENDS THAT WILL BE FIELD WELDED OR MARKED TO BE CUT TO FIT IN THE FIELD.
- THE FINISHED BARS SHALL ACCURATELY FIT THE RAIL FOR WHICH THEY ARE INTENDED AND SHALL PROVIDE TRUE ALIGNMENT OF THE GAGE AND RUNNING SURFACES OF THE TWO RAILS BEING CONNECTED.



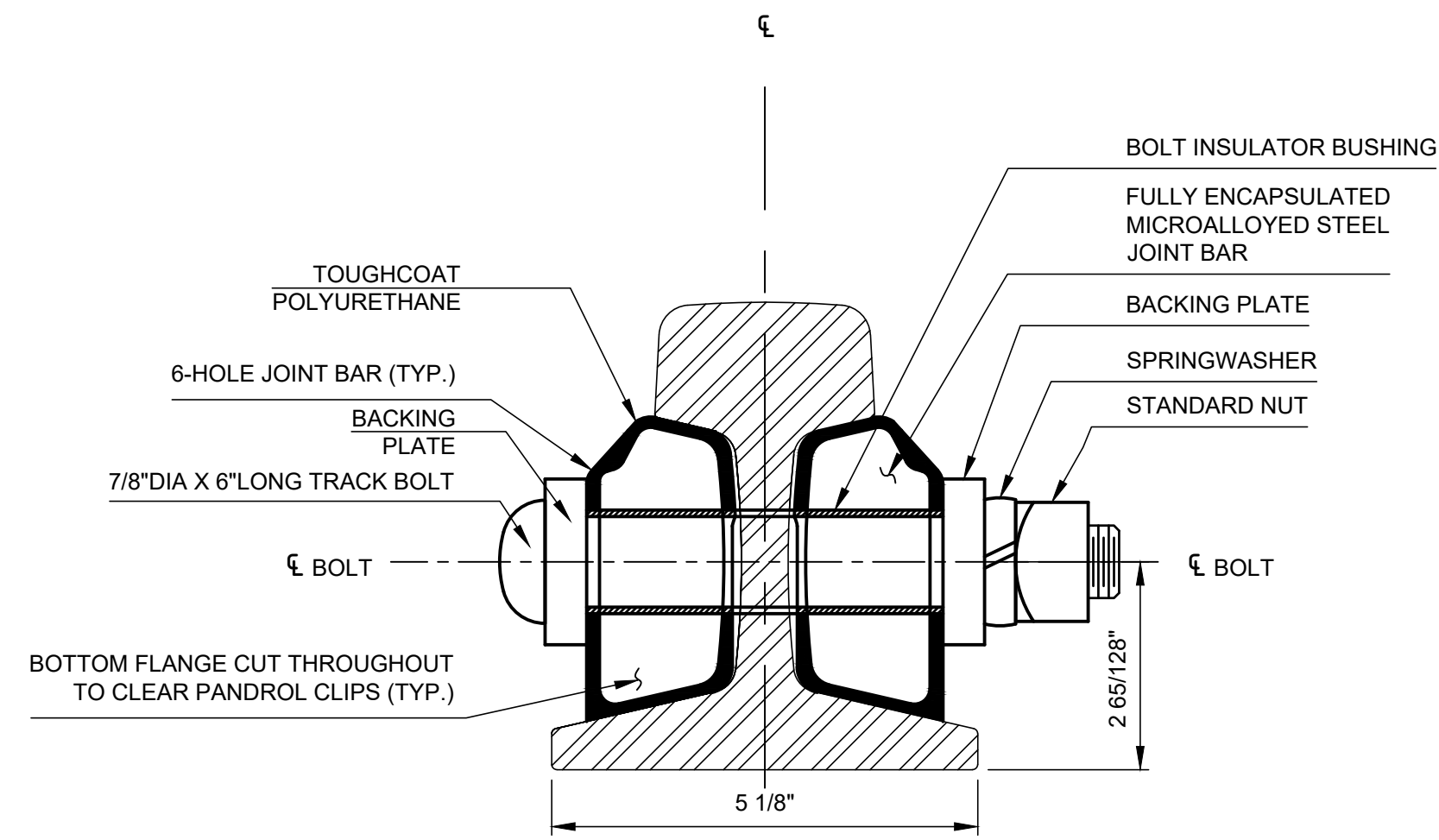
PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE0484300
 NJ Certificate of Authorization # 24GA28000700



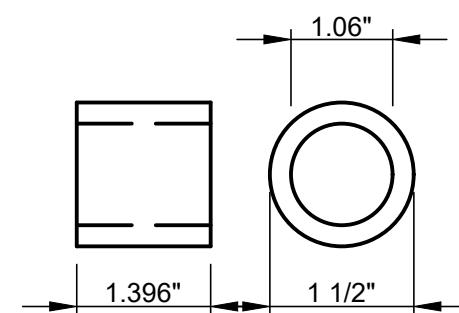
SECTION OF A BOLTED INSULATED JOINT (115RE)

SCALE: NTS



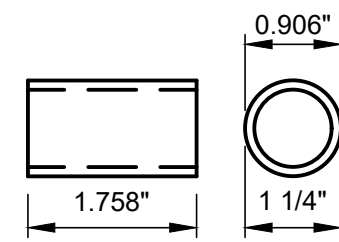
SECTION OF A BOLTED INSULATED JOINT (100RB OR 100-8)

SCALE: NTS



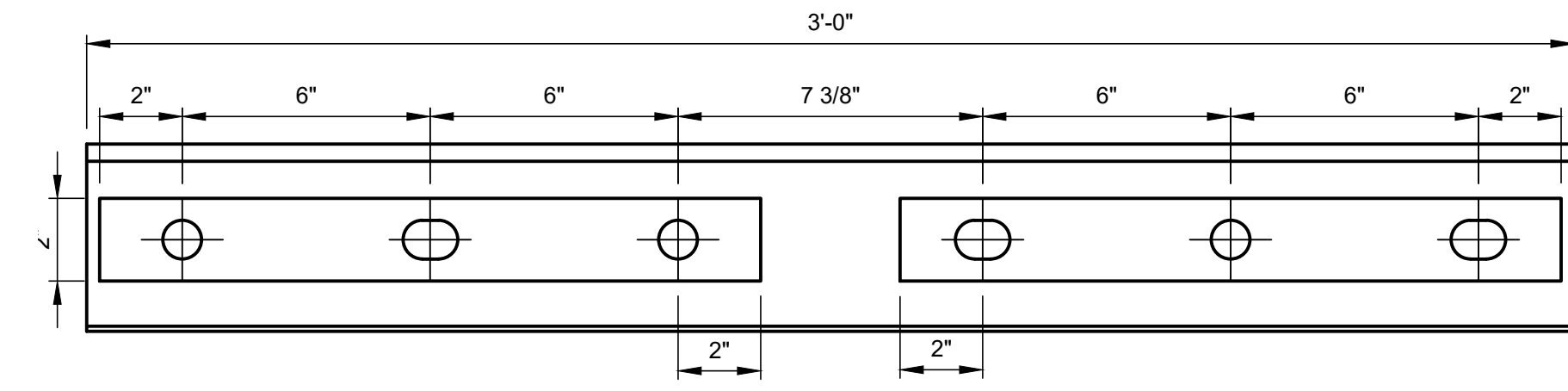
BOLT INSULATOR BUSHING

SCALE: NTS



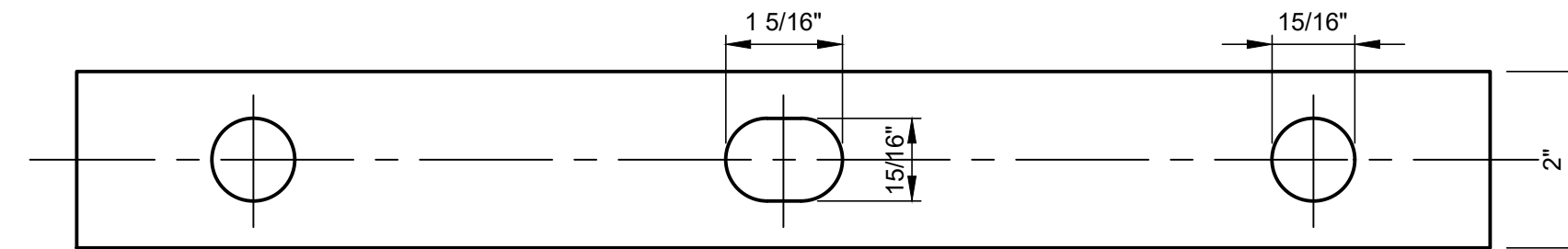
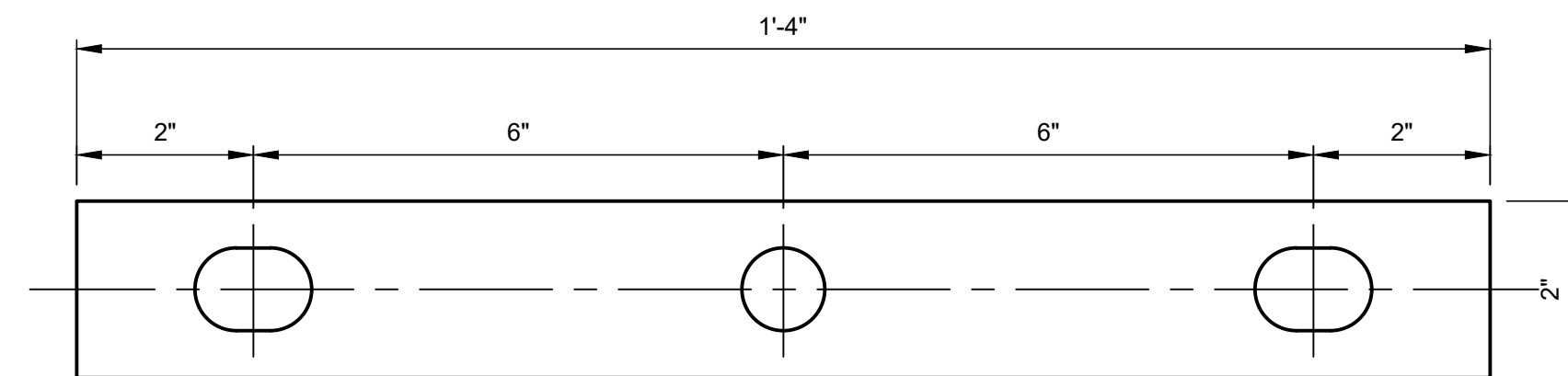
BOLT INSULATOR BUSHING

SCALE: NTS



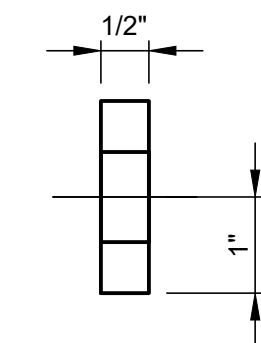
INSULATED JOINT BAR AND BACKER PLATES

SCALE: NTS



BACKING PLATES

SCALE: NTS



BACKING PLATES

SIDE VIEW
SCALE: NTS

NOTES:

- SEE C130 FOR STANDARD RAIL END DRILLING.
- BEVEL RAIL ENDS FOR BOLTED JOINTS DO NOT BEVEL BLANK ENDS THAT WILL BE FIELD WELDED.
- THE FINISHED BARS SHALL ACCURATELY FIT THE RAIL FOR WHICH THEY ARE INTENDED AND SHALL PROVIDE TRUE ALIGNMENT OF THE GAGE AND RUNNING SURFACES OF THE TWO RAILS BEING CONNECTED.
- FURNISH FACTORY BONDED INSULATED JOINTS WHERE SHOWN ON THE PLANS. FACTORY BONDED INSULATED JOINTS SHALL BE PER THE PROJECT SPECIFICATIONS.

No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
PATH			

CIVIL
 Title

REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

JOINT BAR ASSEMBLIES - BOLTED INSULATED JOINTS

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 Drawn by K.MCCANDLESS
 Checked by B.HOVEY
 Date 11/11/2020

Contract Number PAT-774.175

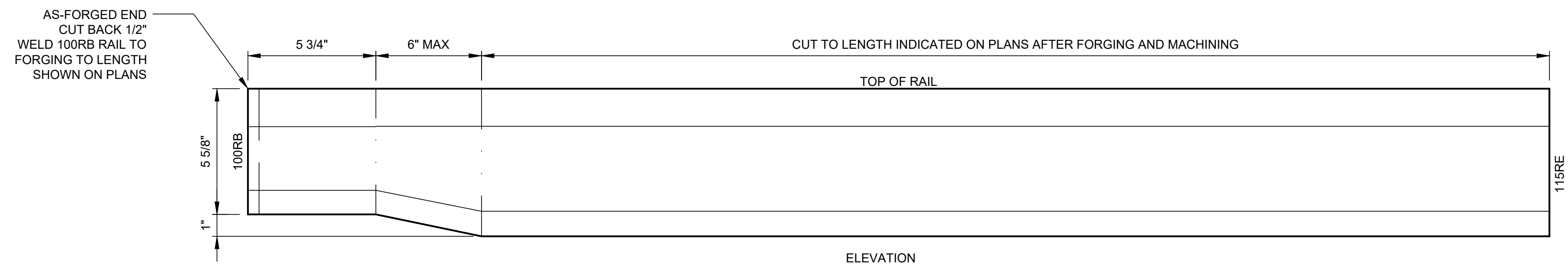
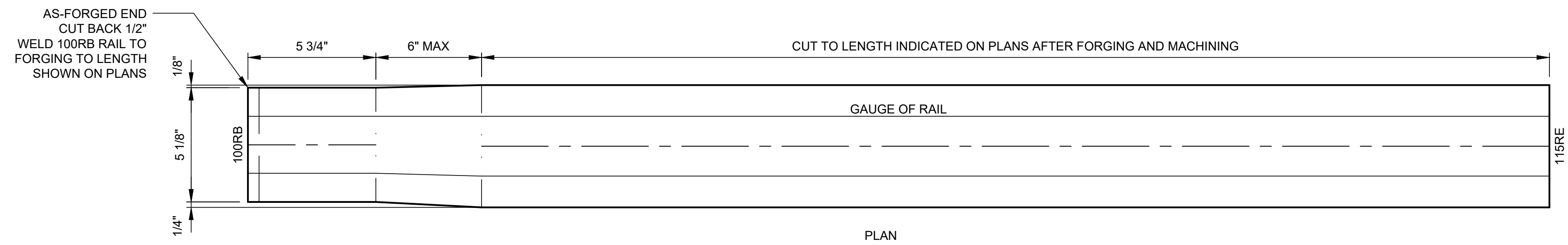
Drawing Number **C132**

PID# 17351000



PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700



TRANSITION RAIL - NEW 115RE TO NEW 100RB
 LH SHOWN

No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
PATH			

CIVIL
 Title
 REPLACEMENT OF HOBOKEN
 INTERLOCKING AND STATION TRACKS
 TRACKWORK PROCUREMENT PACKAGE

TRANSITION RAIL DETAILS -
NEW 115RE TO NEW 100RB

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 Drawn by K.MCCANDLESS
 Checked by B.HOVEY
 Date 11/11/2020
 Contract Number PAT-774.175
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PORT AUTHORITY
TRANS-HUDSON CORPORATION

HNTB CORPORATION
1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
NJ Professional Engineer # 24GE04843300
NJ Certificate of Authorization # 24GA28000700

No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
PATH			

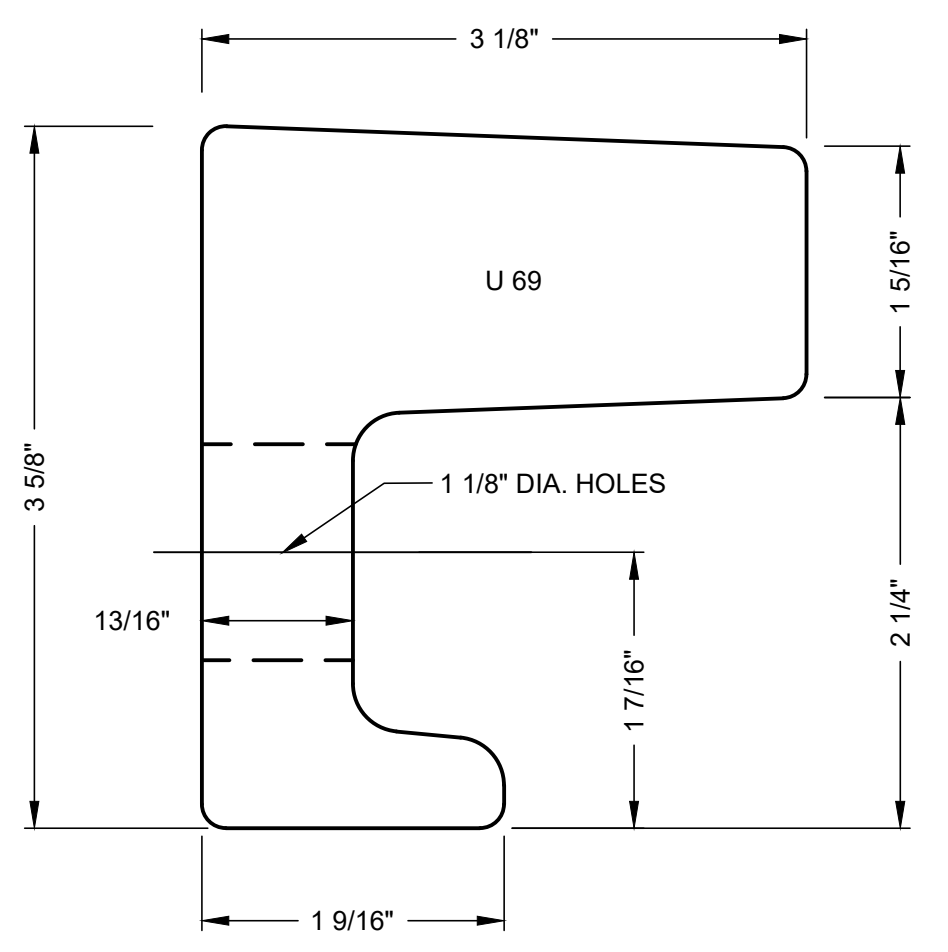
CIVIL
Title

REPLACEMENT OF HOBOKEN
INTERLOCKING AND STATION TRACKS
TRACKWORK PROCUREMENT PACKAGE

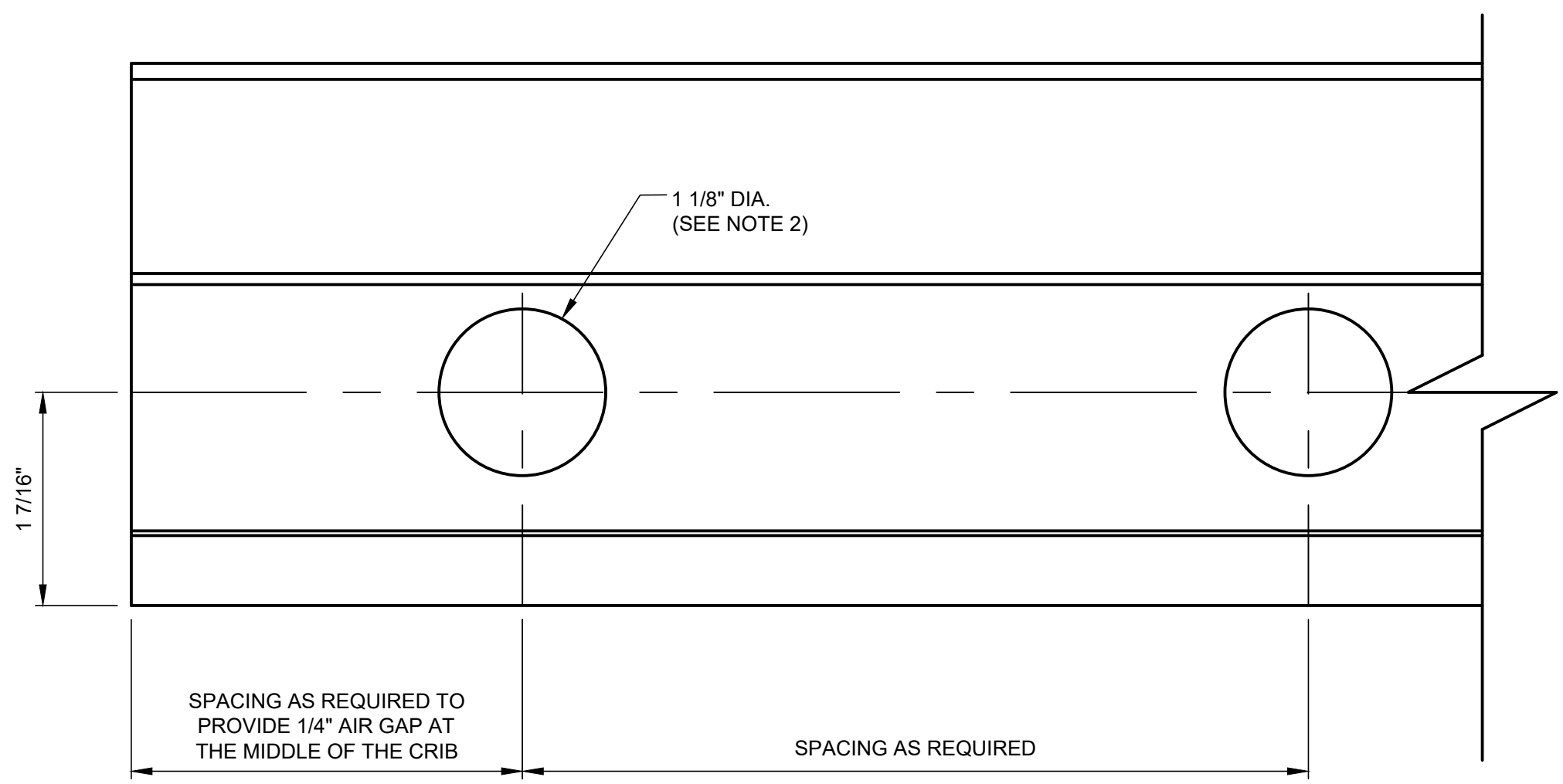
**U69 GUARD RAIL - SECTION
AND DRILLING**

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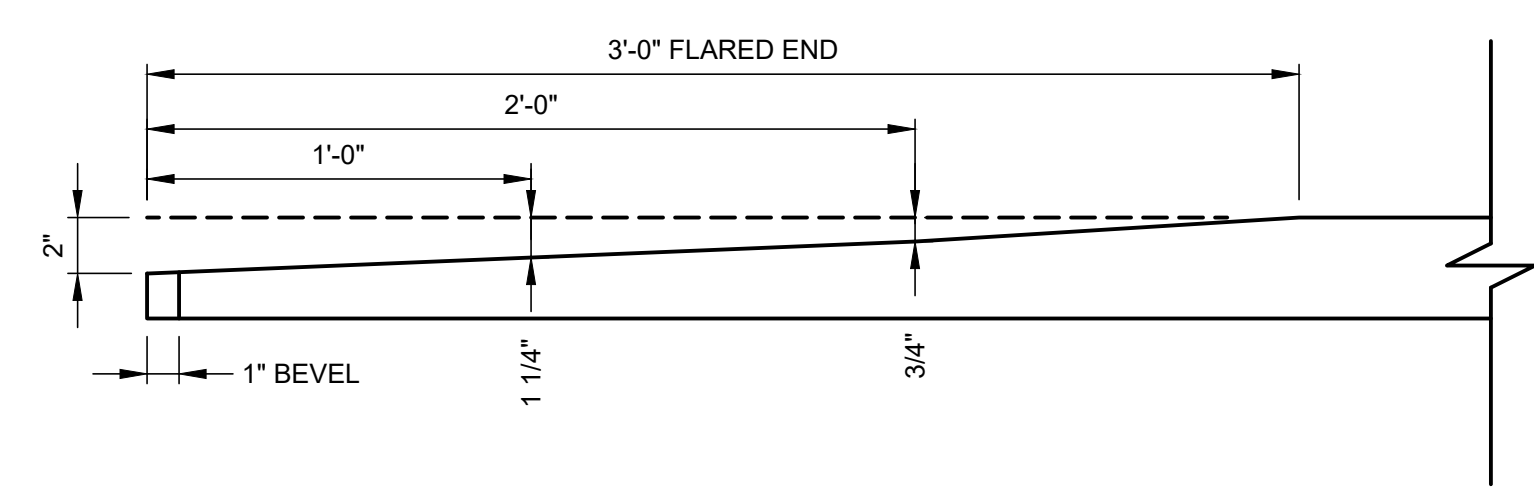
Designed by B.HOVEY
Drawn by K.MCCANDLESS
Checked by B.HOVEY
Date 11/11/2020
Contract Number PAT-774.175
Drawing Number **C134**
PID# 17351000



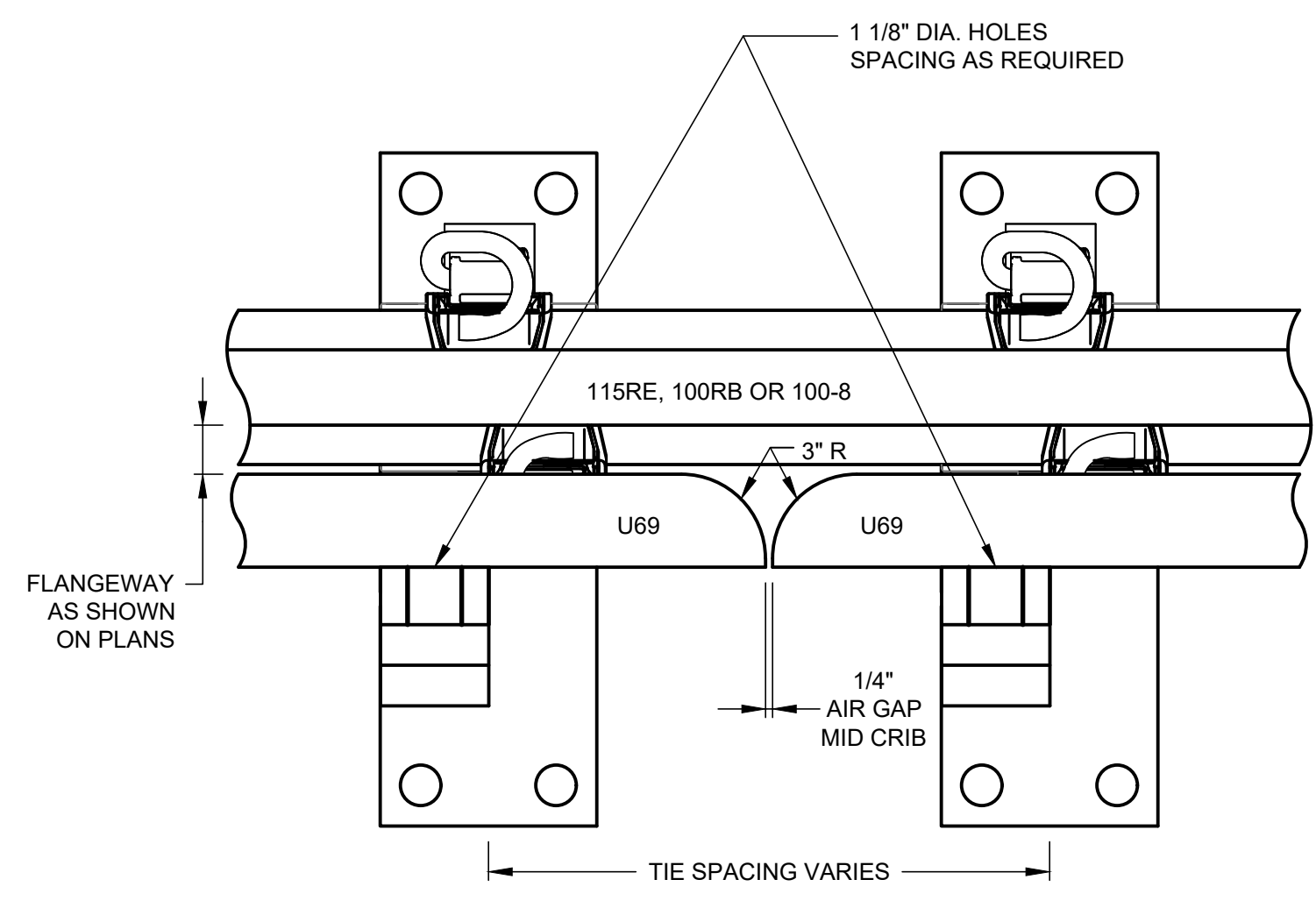
U69 GUARD RAIL SECTION
SCALE: NTS



U69 GUARD RAIL SECTION (AIR GAP)
SCALE: NTS



U69 FLARED END
SCALE: NTS



U69 GUARD RAIL (AIR GAP)
SCALE: NTS

- NOTES:**
1. MANUFACTURE U69 GUARD RAIL TO UIC CODE 860 SPECIFICATIONS. WEIGHT: 66.2 POUNDS PER YARD.
 2. HOLE CENTER TO CENTER TOLERANCE +/- 1/32" (TOLERANCE IS NOT CUMULATIVE).
 3. SEE C135 AND C136 FOR JOINT ASSEMBLIES.



PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

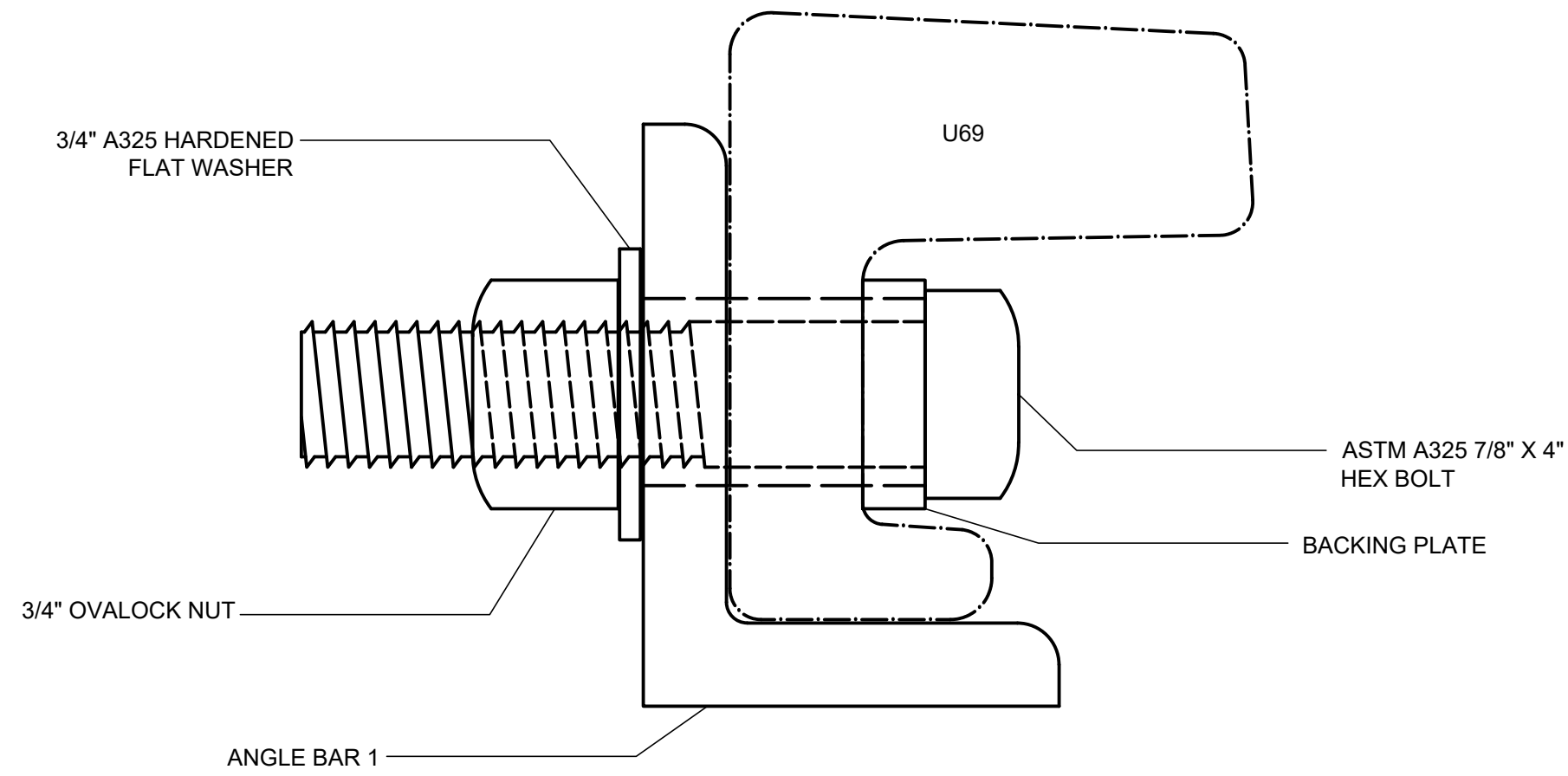
BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700

No.	Date	Revision	Approved

ENGINEERING DEPARTMENT			
PATH			

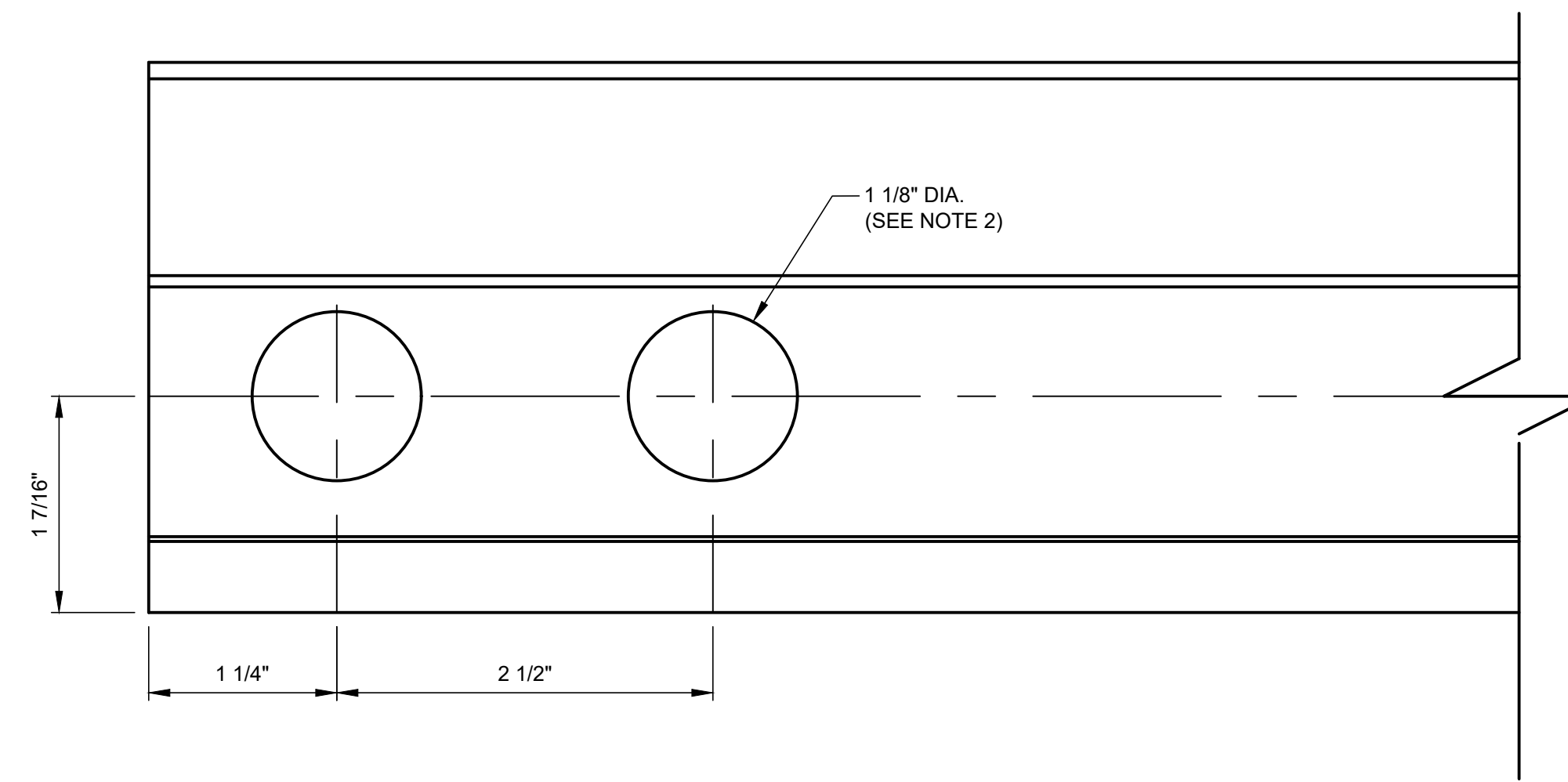
CIVIL
 Title
 REPLACEMENT OF HOBOKEN
 INTERLOCKING AND STATION TRACKS
 TRACKWORK PROCUREMENT PACKAGE

U69 GUARD RAIL - JOINT ASSEMBLIES



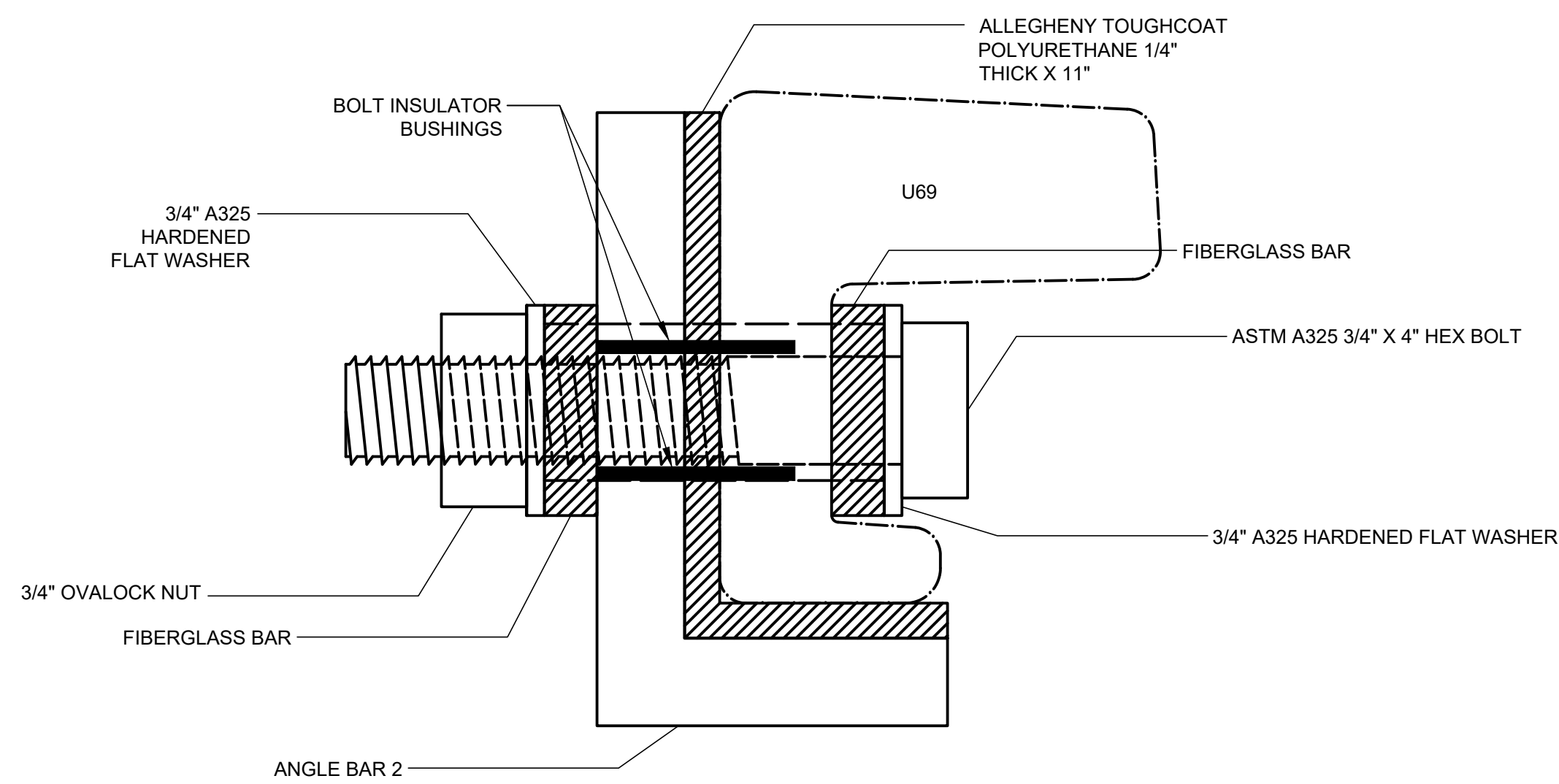
U69 STANDARD JOINT SECTION

SCALE: NTS



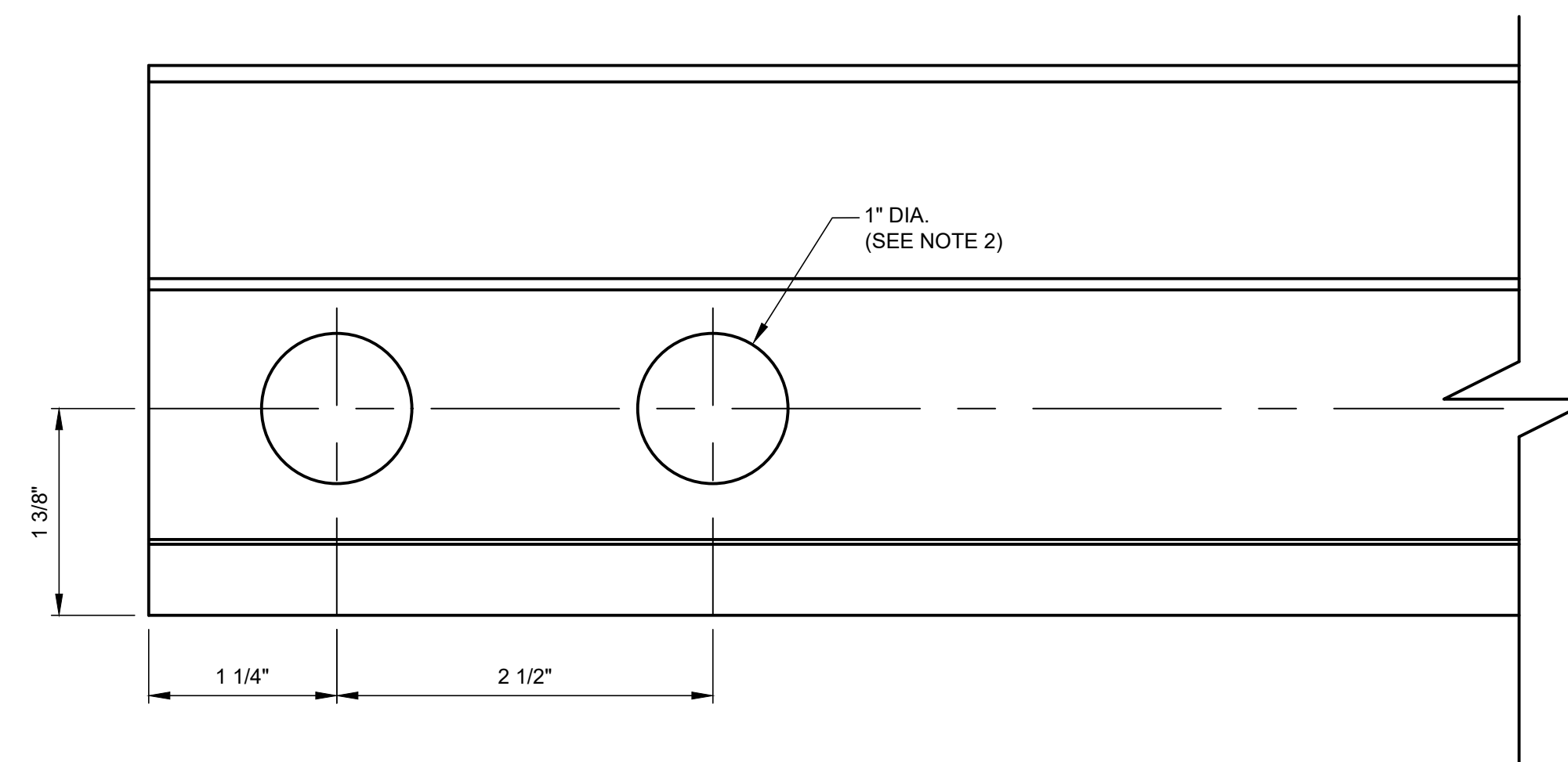
U69 GUARD RAIL PROFILE (STANDARD JOINT)

SCALE: NTS



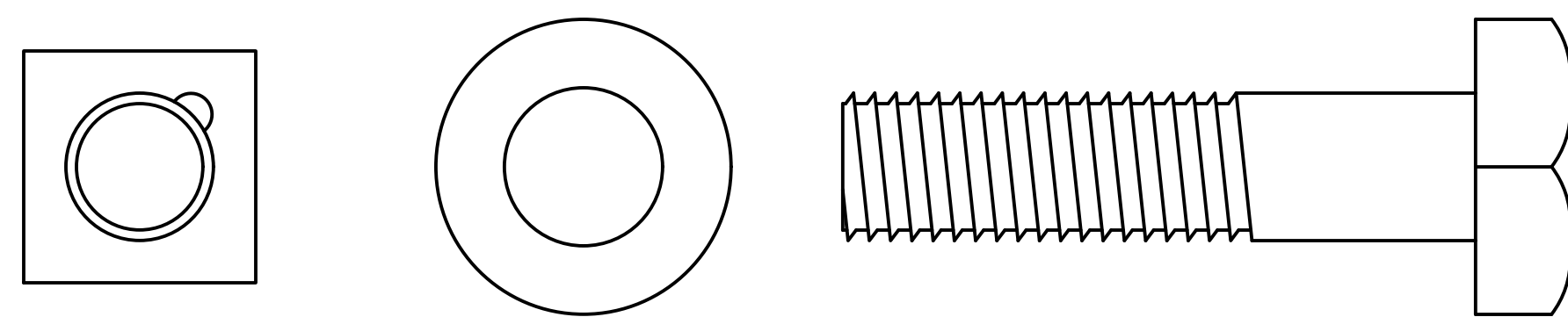
U69 INSULATED JOINT SECTION

SCALE: NTS



U69 GUARD RAIL PROFILE (INSULATED JOINT)

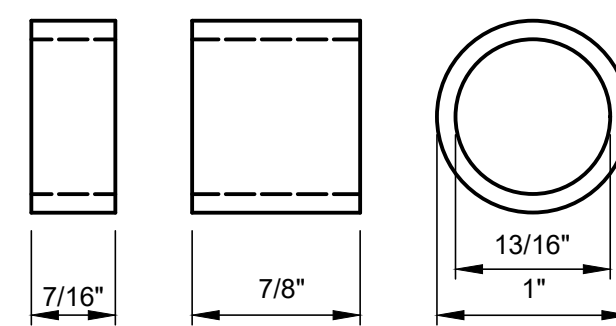
SCALE: NTS



NUT

FLAT WASHER

BOLT



BOLT INSULATOR BUSHINGS

SCALE: NTS

NOTES:

- HOLE CENTER TO CENTER TOLERANCE +/- 1/32" (TOLERANCE IS NOT CUMULATIVE).
- PROVIDE 1 EACH ANGLE BAR AND BACKING PLATE AND 4 EACH BOLTS, NUTS, AND WASHERS WITH EACH ASSEMBLY TO BE FURNISHED.
- PROVIDE 1 STEEL ANGLE BAR, 1 ALLEGHENY TOUGHCOAT POLYURETHANE, 1 FIBERGLASS END POST, 2 FIBERGLASS BARS, 4 BOLTS, 4 NUTS, 8 WASHERS, AND 8 BOLT INSULATOR BUSHINGS WITH EACH ASSEMBLY TO BE FURNISHED.
- FIBERGLASS END POST SHALL BE U69 END POST MADE OF C10 FIBERGLASS, 1/4" THICK.
- BOLT INSULATOR BUSHINGS SHALL BE MADE OF FIBERGLASS WOUND STEEL CORE.
- SEE C136 FOR SPLICE PLATES.

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Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY

Date 11/11/2020

Contract Number PAT-774.175

Drawing Number **C135**

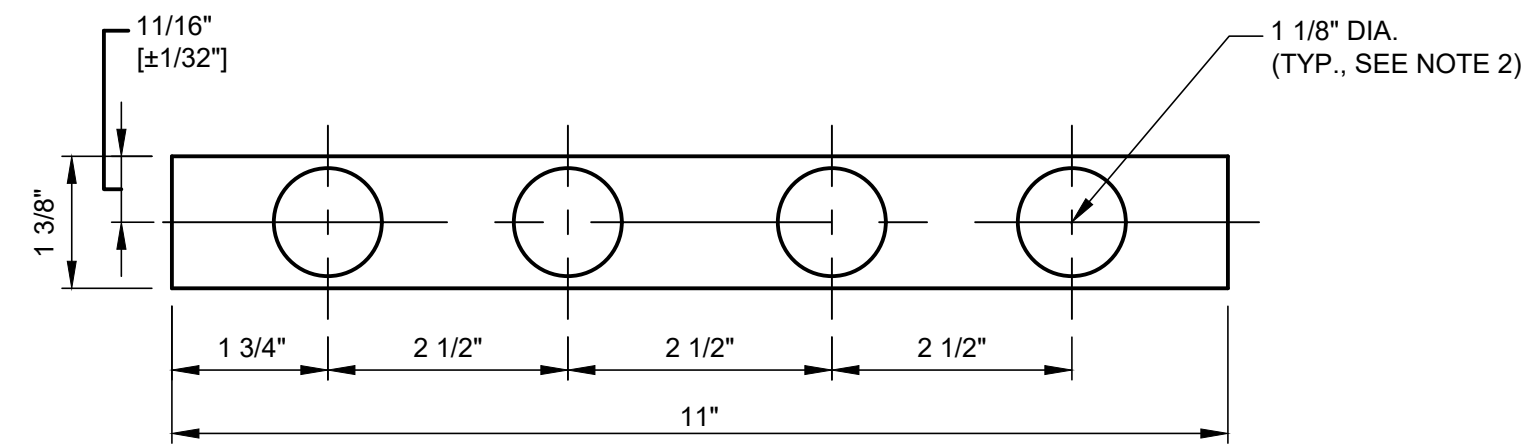
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PORT AUTHORITY
TRANS-HUDSON CORPORATION

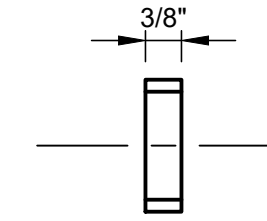
HNTB CORPORATION
1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
NJ Professional Engineer # 24GE04843300
NJ Certificate of Authorization # 24GA28000700



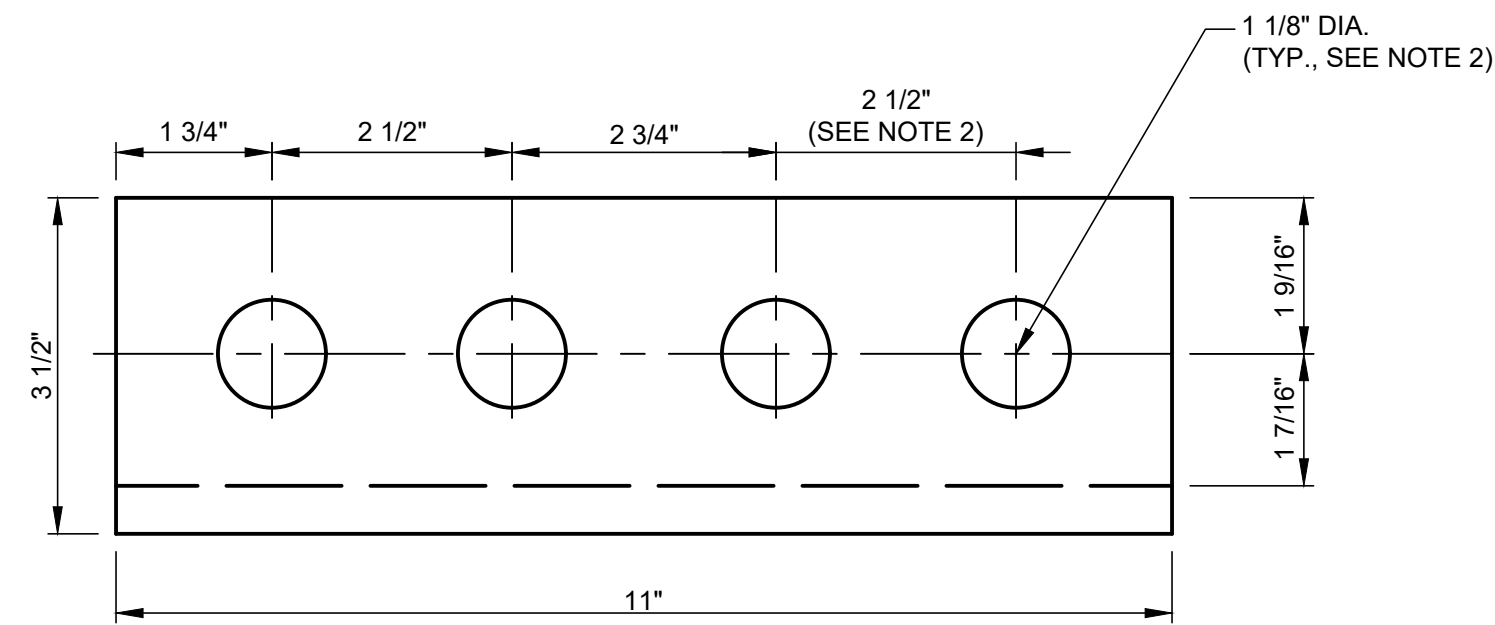
BACKING PLATE ELEVATION

SCALE: NTS



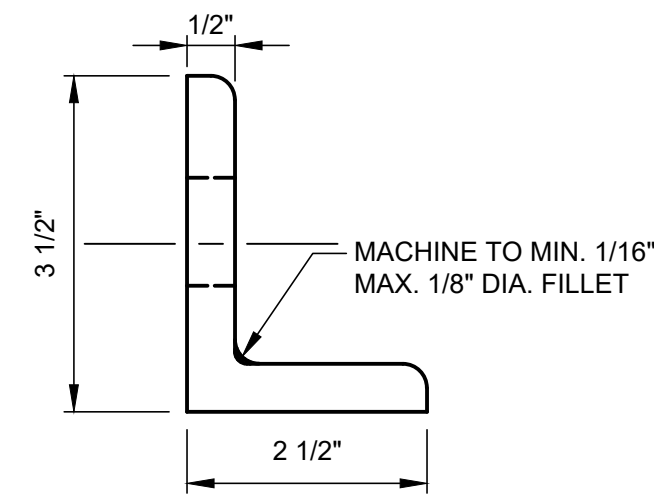
BACKING PLATE SECTION

SCALE: NTS



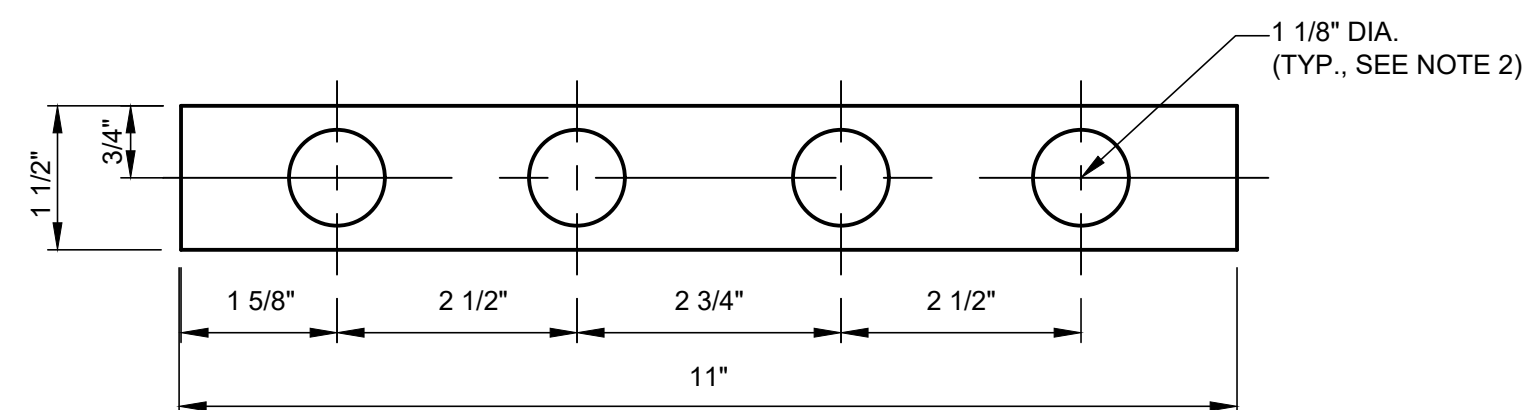
ANGLE BAR 1 ELEVATION

SCALE: NTS



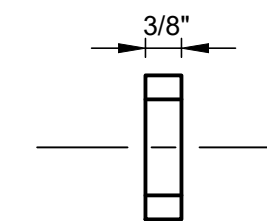
ANGLE BAR 1 SECTION

SCALE: NTS



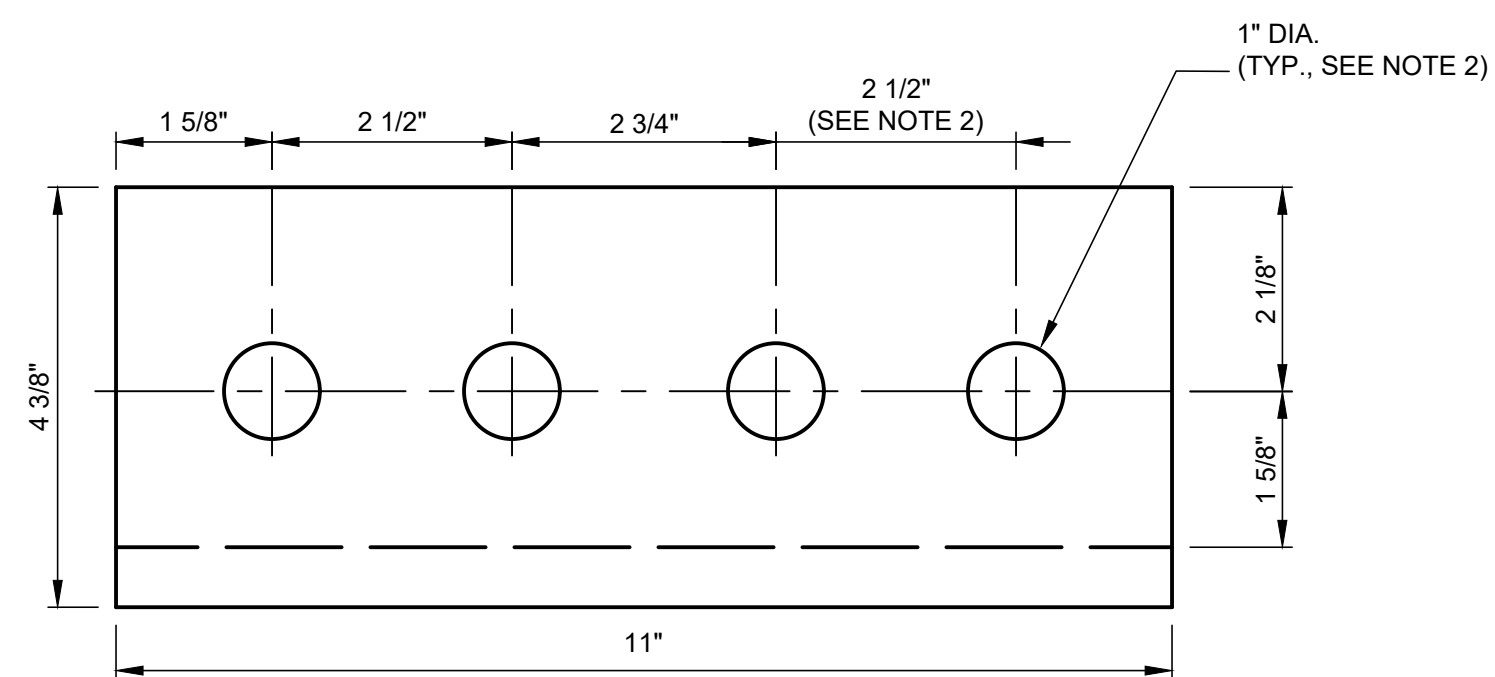
FIBERGLASS BAR ELEVATION

SCALE: NTS



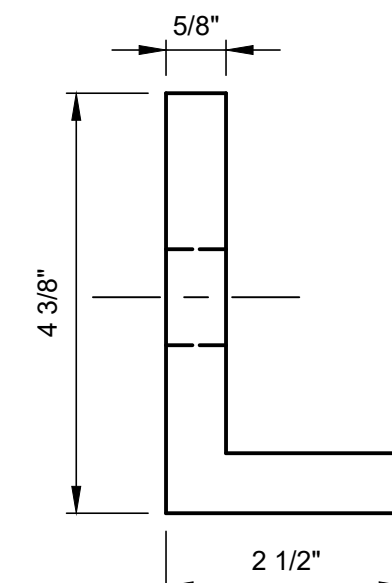
FIBERGLASS SECTION

SCALE: NTS



ANGLE BAR 2 ELEVATION

SCALE: NTS



ANGLE BAR 2 SECTION

SCALE: NTS

NOTES:

- MANUFACTURE U69 GUARD RAIL TO UIC CODE 860 SPECIFICATIONS. WEIGHT: 66.2 POUNDS PER YARD.
- HOLE CENTER TO CENTER TOLERANCE +/- 1/32" (TOLERANCE IS NOT CUMULATIVE).
- PROVIDE 1 EACH ANGLE BAR AND BACKING PLATE AND 4 EACH BOLTS, NUTS, AND WASHERS WITH EACH ASSEMBLY TO BE FURNISHED.
- MATERIAL FOR BACKING PLATE AND ANGLE BAR- ASTM A36 STEEL.
- SEE DWG. C135 FOR U69 INSULATION JOINT ASSEMBLY.

No.	Date	Revision	Approved

ENGINEERING DEPARTMENT			
PATH			

CIVIL

Title
REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

U69 GUARD RAIL - PARTS FOR JOINTS

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Drawn by K.MCCANDLESS
Checked by B.HOVEY

Date 11/11/2020

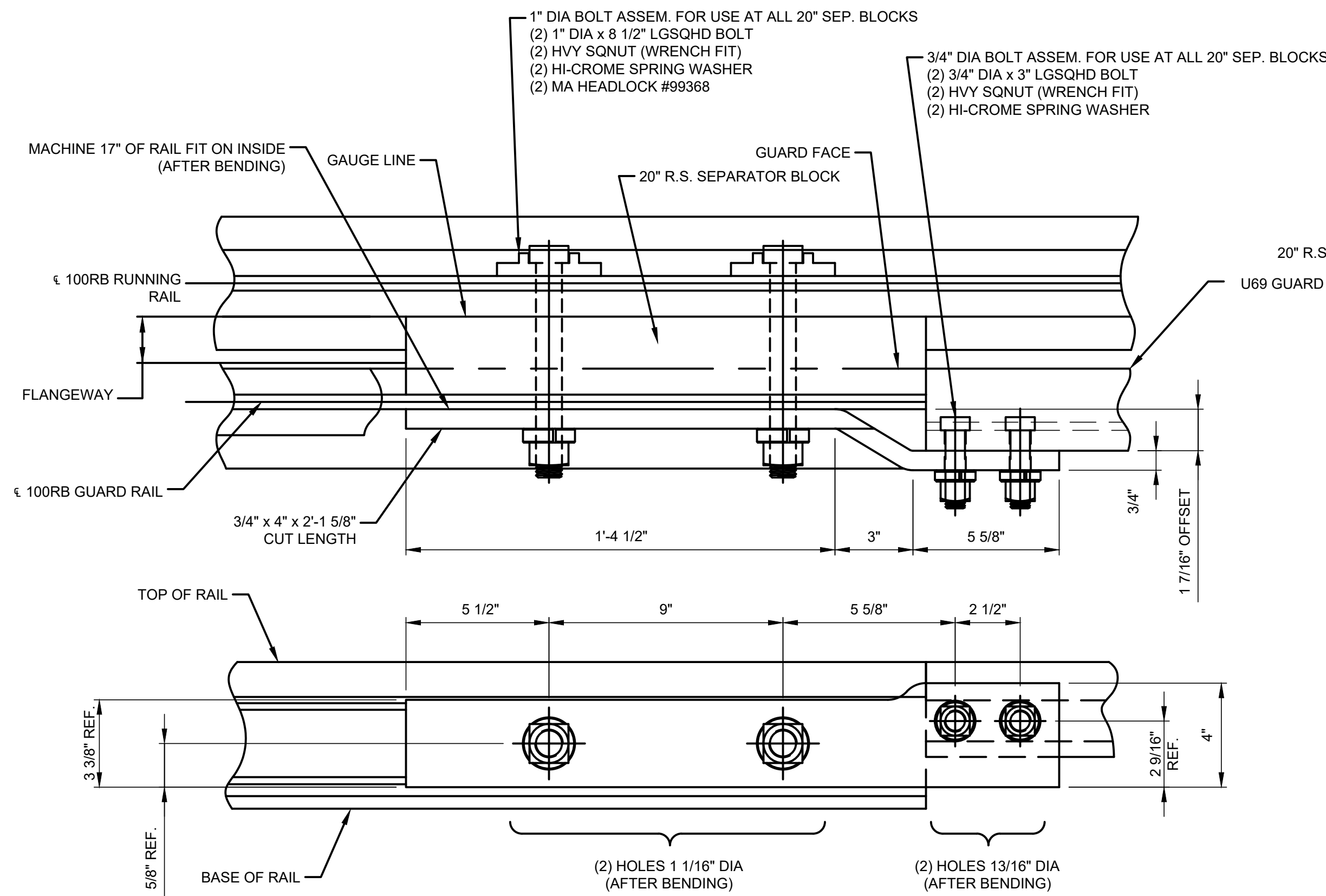
Contract Number PAT-774.175

Drawing Number C136

PID# 17351000

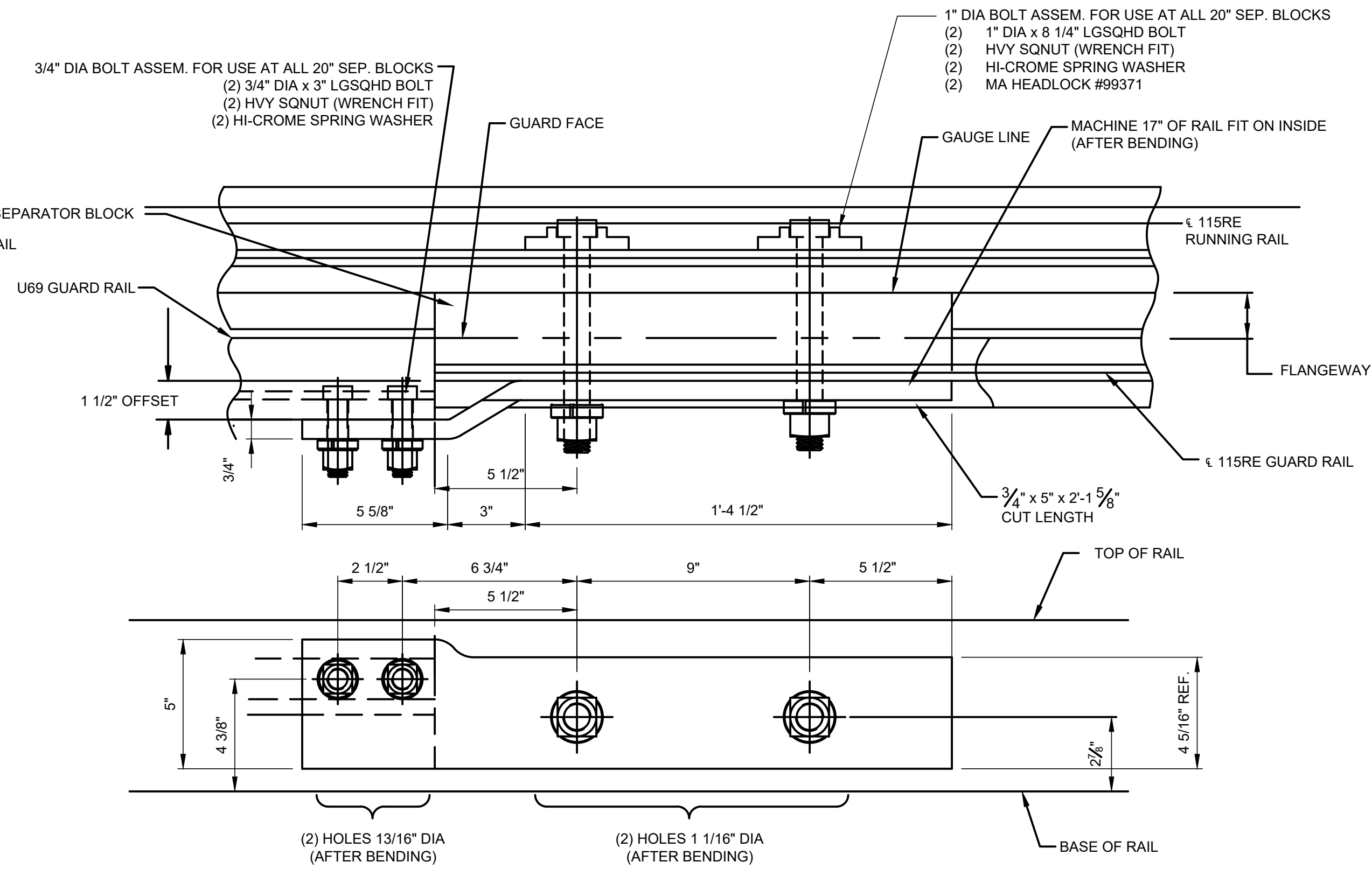


BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700



BOLTED 100RB TO U69 TRANSITION JOINT ASSEMBLY

LH SHOWN
 SCALE: NTS



BOLTED 115RE TO U69 TRANSITION JOINT ASSEMBLY

RH SHOWN
 SCALE: NTS

No.	Date	Revision	Approved

ENGINEERING DEPARTMENT			
PATH			

CIVIL

Title
 REPLACEMENT OF HOBOKEN
 INTERLOCKING AND STATION TRACKS
 TRACKWORK PROCUREMENT PACKAGE

U69 GUARD RAIL -
 TRANSITION JOINT
 ASSEMBLIES

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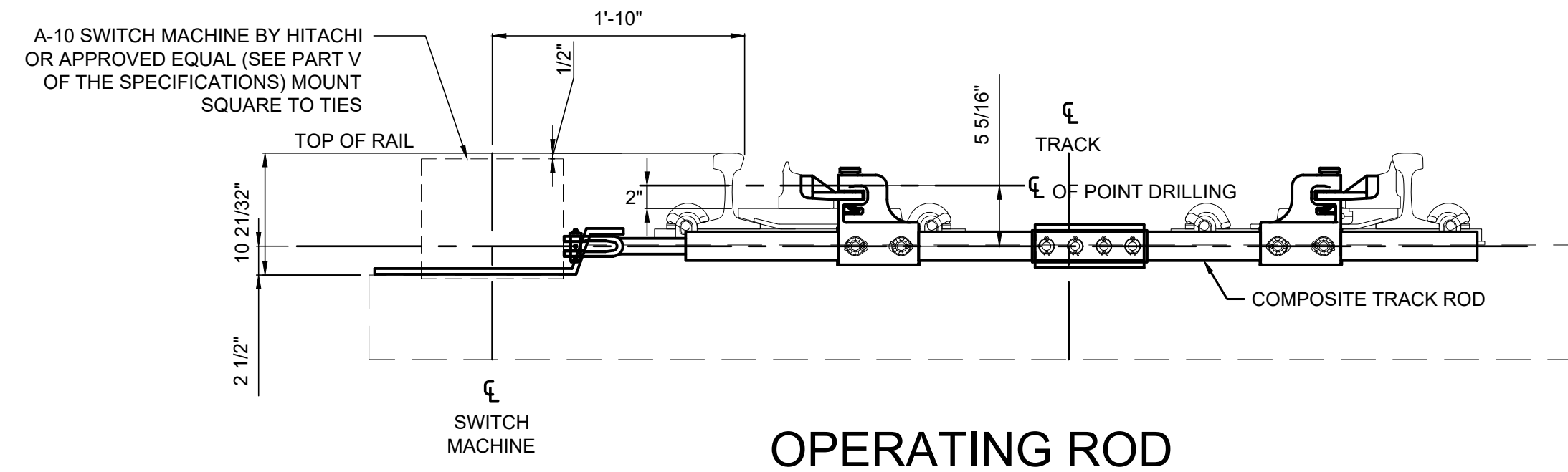
Contract Number PAT-774.175

Drawing Number C137

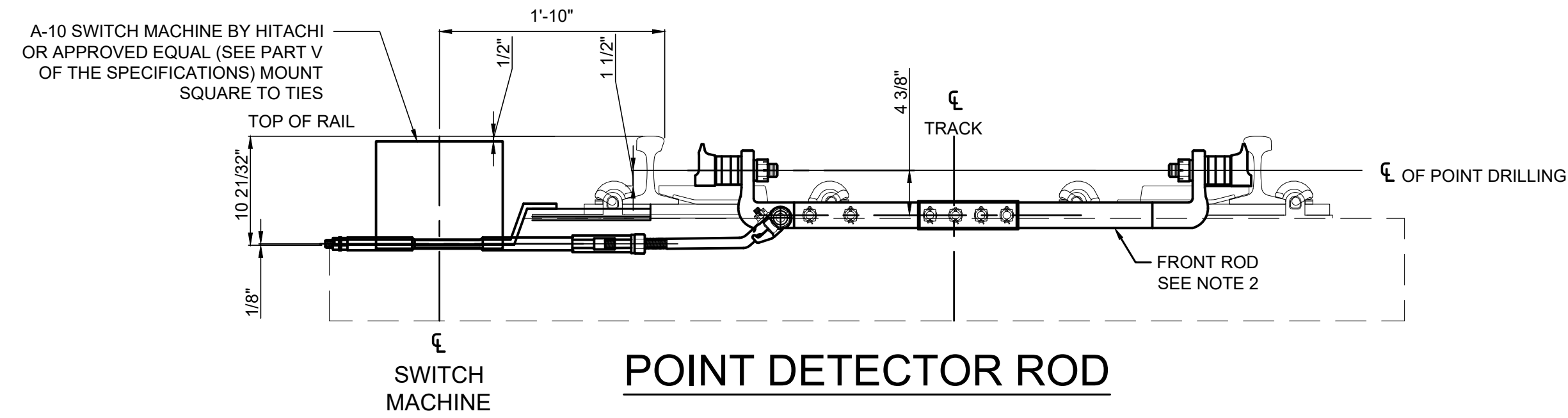
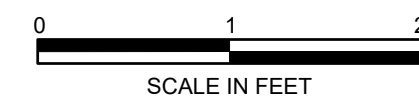
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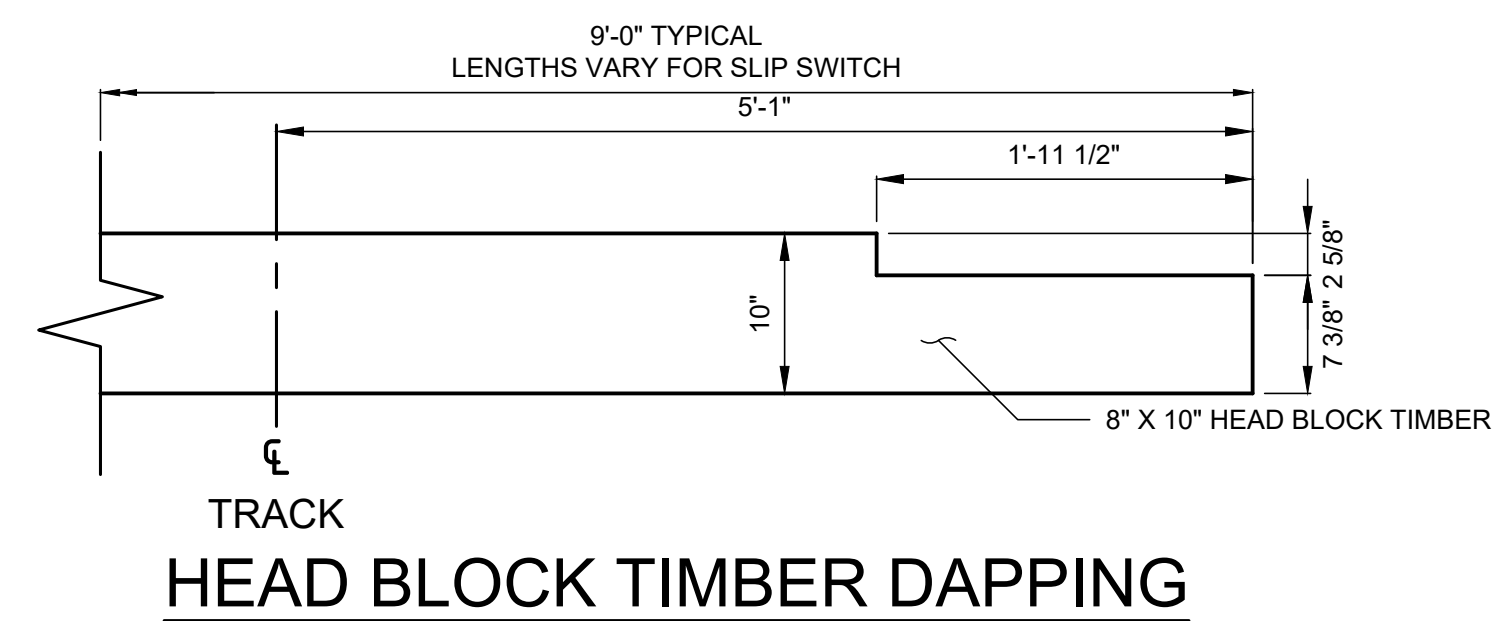
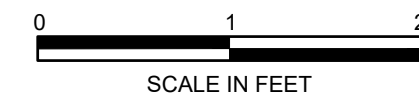
BENJAMIN D HOVEY
NJ Professional Engineer # 24GE0484300
NJ Certificate of Authorization # 24GA28000700



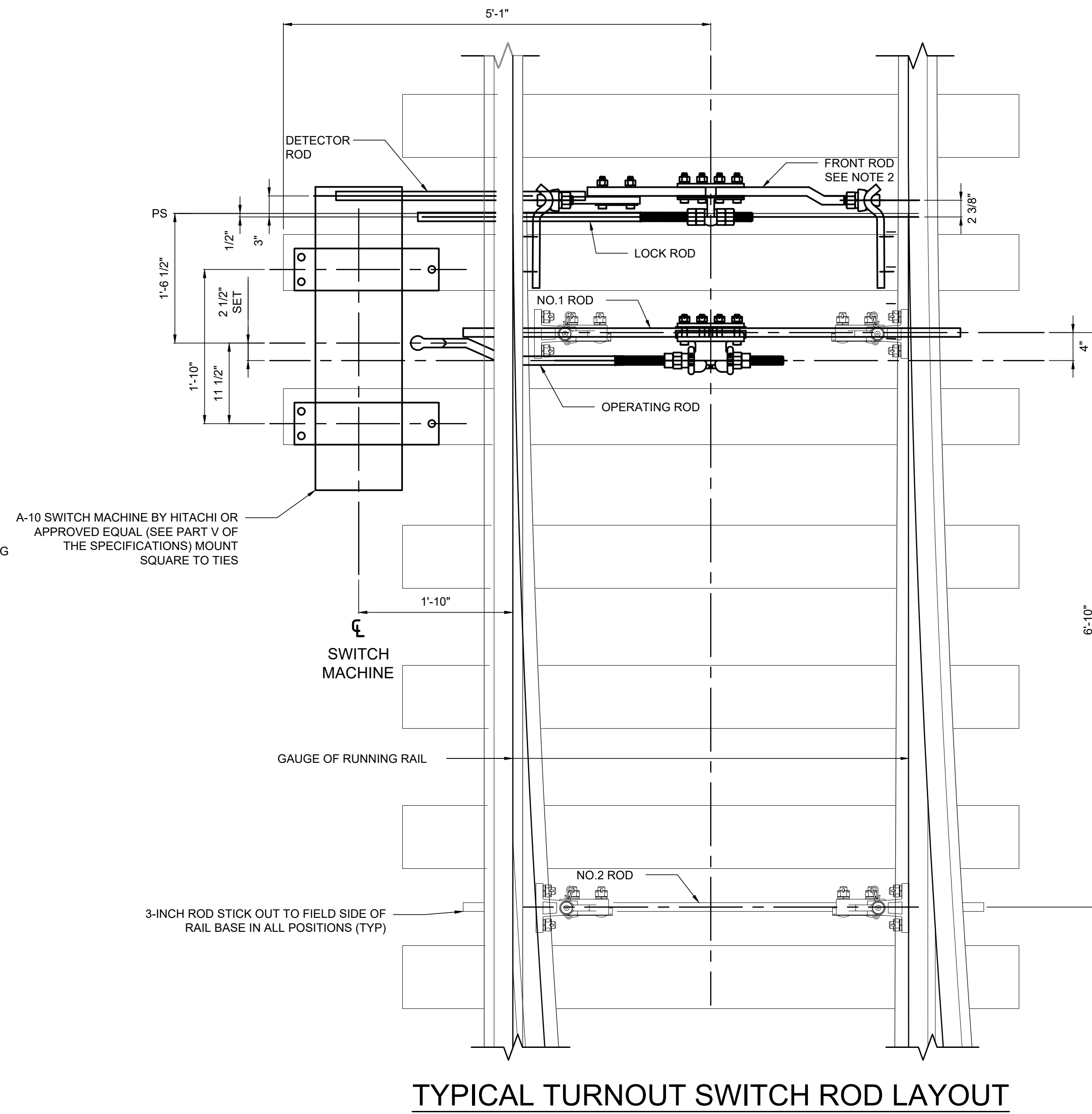
OPERATING ROD



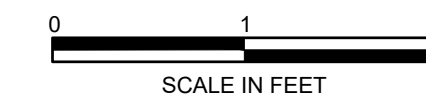
POINT DETECTOR ROD



HEAD BLOCK TIMBER DAPPING



TYPICAL TURNOUT SWITCH ROD LAYOUT



NOTE:

- HOUSE TOPS AND SWITCH PLATES OMITTED FOR CLARITY.
- FURNISH ONE-PIECE COMPOSITE FRONT ROD.

No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
PATH			

CIVIL

Title

REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE

TURNOUT ROD LAYOUT

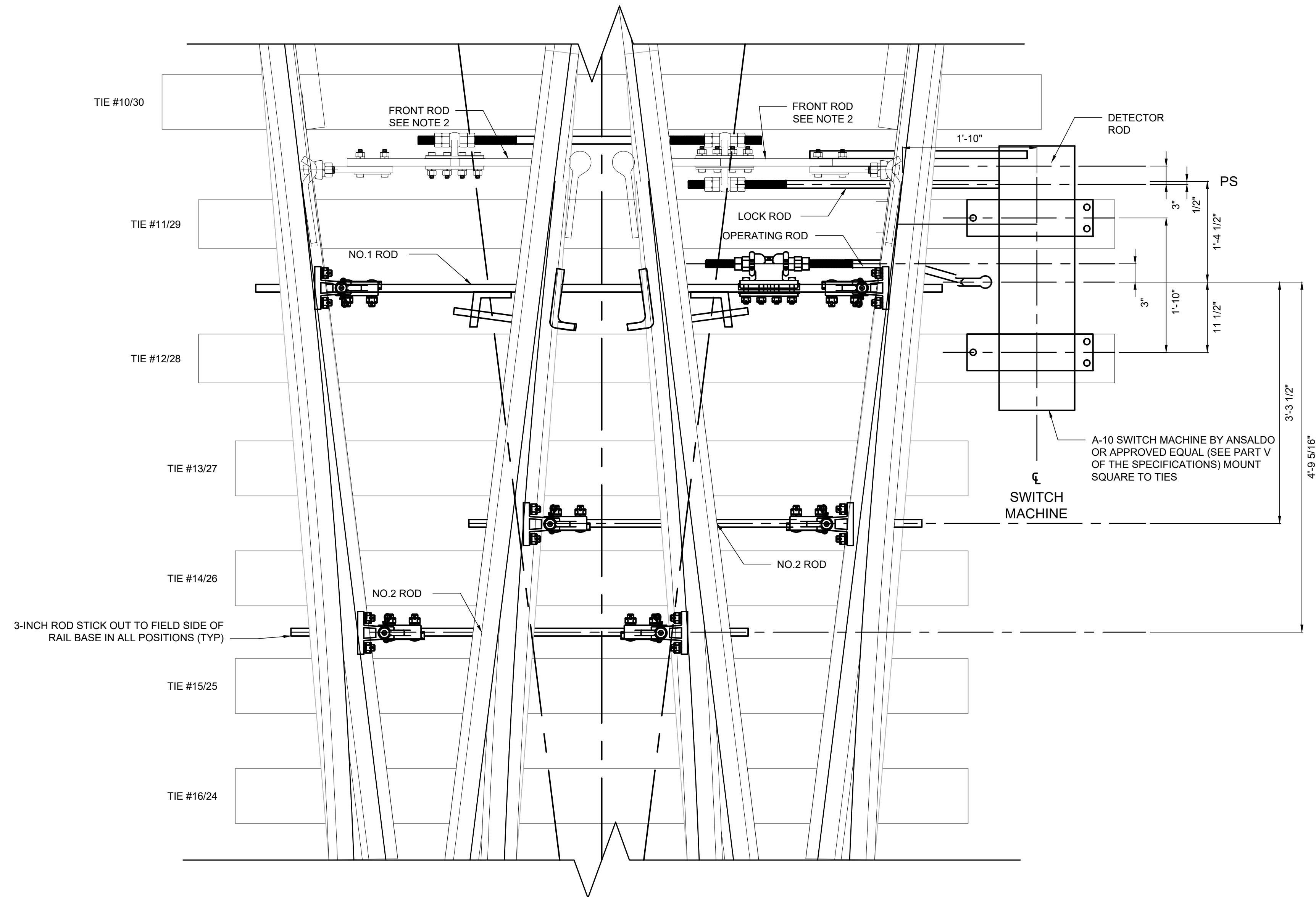
This drawing subject to conditions in contract. All inventions, ideas, designs and methods herein are reserved to Port Authority and may not be used without its written consent. All recipients of Contract documents, including bidders and those who do not bid and their prospective subcontractors and suppliers who may receive all or a part of the Contract documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of the Contract documents to prevent further disclosure of the information contained in the documents. Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents either before, during, or after disposal. Documents may also be returned for disposal purposes to the Contract Desk: 2 Montgomery Street - 1st Floor, Jersey City, NJ 07302 or the office of the Chief Procurement Officer, 4 World Trade Center, 21st Floor, New York, NY 10007. It is a violation of law for any person to alter a document in any way, unless acting under the direction of a licensed professional engineer or registered architect. If this document bearing the seal of an engineer/architect is altered, the altering engineer/architect shall affix to the document their seal and the notation "altered" followed by their signature and the date of such alteration, and a specific description of the alteration.

Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY
 Date 11/11/2020
 Contract Number PAT-774.175
 Drawing Number C140
 PID# 17351000



**PORT AUTHORITY
TRANS-HUDSON CORPORATION**
HNTB CORPORATION
1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
NJ Professional Engineer # 24GE04843300
NJ Certificate of Authorization # 24GA28000700



SLIP SWITCH ROD LAYOUT



NOTE:

- HOUSE TOPS AND SWITCH PLATES OMITTED FOR CLARITY.
- FURNISH ONE-PIECE COMPOSITE FRONT ROD.

No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
PATH			

CIVIL
Title
REPLACEMENT OF HOBOKEN INTERLOCKING AND STATION TRACKS TRACKWORK PROCUREMENT PACKAGE
SLIP SWITCH ROD LAYOUT

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Designed by B.HOVEY
Drawn by K.MCCANDLESS
Checked by B.HOVEY
Date 11/11/2020
Contract Number PAT-774.175

Drawing Number **C141**
PID# 17351000



PORT AUTHORITY
TRANS-HUDSON CORPORATION
 HNTB CORPORATION
 1650 ARCH STREET, PHILADELPHIA, PA 19103

BENJAMIN D HOVEY
 NJ Professional Engineer # 24GE04843300
 NJ Certificate of Authorization # 24GA28000700

No.	Date	Revision	Approved

ENGINEERING DEPARTMENT			
PATH			

CIVIL

Title
 REPLACEMENT OF HOBOKEN
 INTERLOCKING AND STATION TRACKS
 TRACKWORK PROCUREMENT PACKAGE

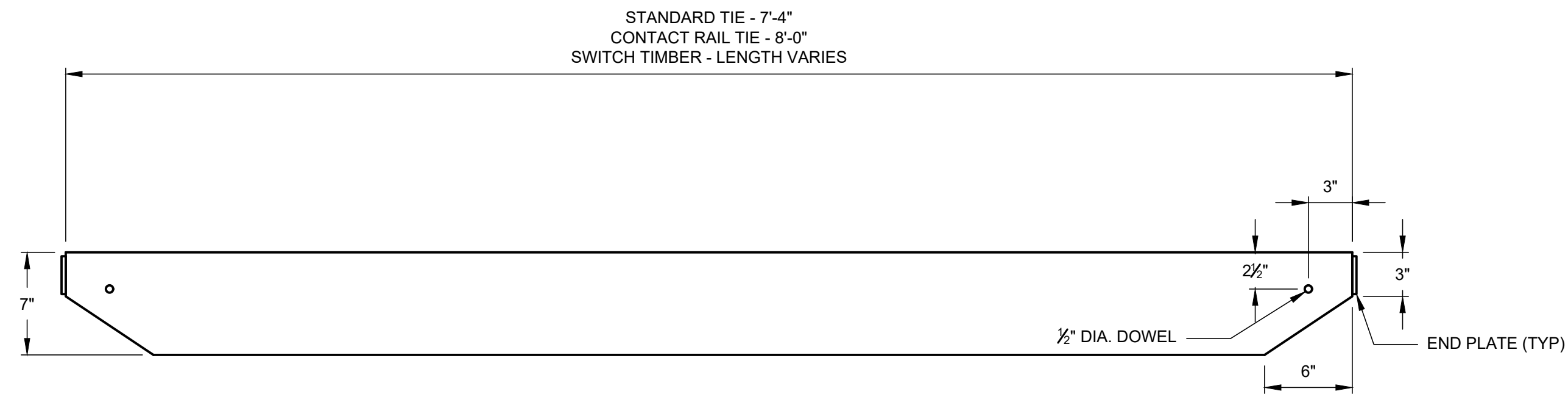
TIE DETAIL

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Designed by B.HOVEY
 Drawn by K.MCCANDLESS
 Checked by B.HOVEY
 Date 11/11/2020

Contract Number PAT-774.175

Drawing Number **C151**
 PID# 17351000



TIE DETAIL



ATTACHMENT A (REV. 06/08/2017)
FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

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DEFINITIONS

The following words have the following meanings for purposes of the below- numbered clauses of these Federal Transit Administration Contract Administration Provisions only:

“Agreement” means “Contract”. This Agreement is anticipated to be funded in whole or in part by the United States Department of Transportation’s Federal Transit Administration (FTA).

“Construction” means Construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms “buildings, structures, or other real property” include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, Construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property.

“Contractor” and “Subcontractor” means the same as “Consultant” and “Subconsultant,” respectively.

“Micro-Purchase” means a purchase of \$3,500 or less and is exempt from FTA’s Buy America requirements but is subject to Davis-Bacon prevailing wage requirements such that even though the Port Authority uses micro-purchase procurement procedures, prevailing wage requirements apply to Construction contracts exceeding \$2,000.

“PATH” means the Port Authority Trans-Hudson Corporation.

“Port Authority of New York and New Jersey” means the Port Authority of New York and New Jersey and its subsidiaries, including PATH.

“Recipient” means a Recipient of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts).

“Simplified Acquisition Threshold” or “SAT” means \$150,000 for grants dated on or after December 26, 2014; and \$100,000 for grants dated before December 26,2014.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

This section applies to all contracts except Micro-Purchases.

The following provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the following contract provisions. All contractual provisions required by DOT, as set forth in the FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

The Contractor shall include the above clause in every subcontract financed in whole or in part with Federal assistance provided by the FTA and shall ensure that such provisions will be binding upon each subcontractor of any tier.

Each and every provision required by the FTA to be inserted in this Contract shall be deemed to be inserted herein, including but not limited to Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), as it may be applicable and the Contract shall be read and enforced as though it were included herein. If any provision of this Contract shall be such as to effect non-compliance with any FTA requirement, such provision shall not be deemed to form part hereof, but the balance of this Contract shall remain in full force and effect.

2. FEDERAL CHANGES

This section applies to all contracts except Micro-Purchases.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. The most recent Federal laws, regulations, policies, and administrative practices shall apply to this Contract at any particular time, unless the FTA issues a written determination otherwise. All standards or limits within this document are minimum requirements, unless modified by the FTA or any subagency thereof. The requirements of this section shall apply to each applicable changed requirement.

The Contractor shall include the above clause in every subcontract financed in whole or in part with Federal assistance provided by the FTA and shall ensure that such provisions will be binding upon each subcontractor of any tier.

3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

This section applies to all contracts except Micro-Purchases.

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. ORGANIZATIONAL CONFLICT OF INTEREST

This Contract may give rise to a potential for an organizational conflict of interest, which exists when the nature of the work to be performed under the contract may, without appropriate restrictions on future activities; result in an unfair competitive advantage to the Contractor.

1.) The Contractor may have access to confidential and/or sensitive Authority information in the course of contract performance. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during contract performance. The Contractor agrees to protect all such information from disclosure unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.

2.) To the extent that the Contractor either (a) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (b) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to compete.

The Contractor, by submitting its bid or proposal, agrees and shall cause its subcontractors to agree, to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, not to enter into contractual agreements with Authority prime

contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.

If the Authority determines that the Contractor has violated any term of this numbered clause, the Authority may take any appropriate action available under the law or regulations to obtain redress to include, but not be limited to, requiring the Contractor to terminate any affiliation or contractual arrangement with another contractor or first-tier subcontractor at no cost to the Authority; determining the Contractor ineligible to compete for or be awarded any subsequent or "follow-on" contracts that may be based upon the Contractor's actions under this Contract or violations of this numbered clause, or terminating this Contract, in whole or in part.

5. LOBBYING RESTRICTIONS

This section applies to all contracts of \$100,000 or more.

Byrd Anti-Lobbying Amendment, 31 USC 1352 as amended by the Lobbying Disclosure Act of 1995 —“Byrd Anti-Lobbying Amendment” (31 U.S.C. 1352) — Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying” and 2 CFR 200, Appendix II (I). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

6. CIVIL RIGHTS REQUIREMENT

This section applies to all contracts except Micro-Purchases.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity

requirements apply to the underlying contract:

1.) Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, or National Origin,- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2.) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors and subagreements are in compliance with these requirements.

7. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

This section applies to contracts involving equipment, materials or commodities, which may be transported by ocean vessels. These requirements do not apply to Micro-Purchases, except for Construction contracts over \$2,000).

The Contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States- flag commercial vessels.
- (b) To furnish within twenty (20 working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a), above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Port Authority (through the contractor in the case of a subcontractor's bill-of-lading).
- (c) The Contractor agrees to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

8. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

This section applies to Construction contracts and subcontracts. For purposes of this section, construction includes actual construction, alteration and/or repair, including decoration or painting, exceeding \$2,000.

- (a) The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee Construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any Construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a.) and 2 CFR 200, Appendix II (D). 'Construction,' for purposes of the Acts, includes "actual Construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below and are applicable if this Contract is a Construction contract (as delineated above) over \$2,000.

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under

the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(A) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting

officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(B) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The Port Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Port Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Port Authority. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Port Authority, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be

provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft

classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Port Authority, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This section applies to grantee contracts and subcontracts under 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6), and 2 CFR 200, Appendix II (E) for contracts for construction, and non-construction projects that employ “laborers or mechanics on a public work, where the contract amount is greater than \$100,000.

A. Overtime Requirements\

No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to Work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in Paragraph A of this Section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph A of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph A of this Section.

C. Withholding for unpaid wages and liquidated damages

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

D. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs A through D of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this Section. The FTA does not require the inclusion of these requirements in subcontracts.

10. VETERANS EMPLOYMENT

Contractors working on a capital project funded using FTA assistance agree to give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. 2108) who have the requisite skills and abilities to perform the Construction work required under the Contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee. The Contractor shall ensure that its hiring practices reflect the requirements of this section and shall, upon request, provide to the Authority personnel data which reflects compliance with the terms contained herein.

11. SEISMIC SAFETY

Applies only to the Construction of new buildings or additions to existing buildings. These requirements do not apply to Micro-Purchases.

The Contractor agrees that any new building or addition to an existing building will be constructed in accordance with standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The Contractor also agrees to ensure that all Work performed under this Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance. The certificate should be provided to the Engineer. The completed certification of compliance is to be submitted to the Engineer. The seismic safety standards applicable to this Contract are contained in Section 2312 ICBO Uniform Building Code (UBC), as modified by the Appendix to Title 27, Chapter 1 (Volume 7), of the Administrative Code and Charter of the City of New York at RS 9-6 Earthquake Loads.

12. ENERGY CONSERVATION

This section applies to all contracts except Micro-Purchases.

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 et seq. and the National Environmental Policy Act, 42 U.S.C. §4321 et seq. Accordingly, the Contractor agrees that the construction of any new building, or any addition, alteration or renovation of any existing building which materially increases the heating or cooling requirements for the building will comply with mandatory standards and policies relating to energy efficiency which are contained in 42 USC §6321 et seq., Article 11 of the New York State Energy Law and in Parts 7810 to 7815 of Title 9, Subtitle BB of the New York Codes, Rules and Regulations. The Contractor shall be responsible for

ensuring that lower tier contractors and subcontractors and subagreements are in compliance with these requirements.

13. CLEAN WATER REQUIREMENTS

This section applies to each contract and subcontract which exceeds the SAT.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. For contracts and subgrants in excess of the SAT, the Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant the Federal Water 33 USC §1251-1387. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor shall include the above clause in every subcontract exceeding the SAT financed in whole or in part with Federal assistance provided by the FTA and shall ensure that such provisions will be binding upon each subcontractor of any tier.

14. CLEAN AIR REQUIREMENTS

This section applies to all contracts over the SAT, including indefinite quantities where the amount is expected to exceed the SAT in any year.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. 7401-7671q). The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor shall include the above clause in every subcontract exceeding the SAT financed in whole or in part with Federal assistance provided by the FTA and shall ensure that such provisions will be binding upon each subcontractor of any tier.

15. FLY AMERICA

This section applies to certain contracts involving international transportation of persons or property, by air when the FTA will participate in the costs of such air transportation. These requirements do not apply to Micro-purchases.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance

with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that Recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation. The Contractor shall include the requirements of this section in all first tier subcontracts that may involve international air transportation and shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements.

16. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

This section applies to all contracts except Micro-purchases when a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier.

The following requirements apply to the Contractor and his employees that administer any system of records on behalf of the Federal Government under any contract:

- i. The Contractor agrees to comply with, and assures the compliance of his employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- ii. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

17. PREFERENCE FOR RECYCLED PRODUCTS

This section applies to all contracts over \$10,000 for items designated by the EPA. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247; and 2 CFR 200.322,

Procurement of Recovered Materials. The Contractor also agrees to include the requirements of this Clause in all subcontracts exceeding \$10,000 for items designated by the Environmental Protection Agency (EPA) and issued pursuant to this Contract. The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

This section applies to all contracts except Micro-Purchases.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or project. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract, financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001, or other applicable federal law to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two paragraphs in each subcontract related to this Contract. It is further agreed that paragraphs (1) and (2), above, shall not be modified, except to identify the subcontractor who will be subject to the provisions

19. TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

This section applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator, except for Micro-Purchases.

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair

and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29

C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA

applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1.), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the Recipient. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, the procedures implemented by U.S. DOL or any revision thereto.

The Contractor shall include the above clause in every subcontract financed in whole or in part with Federal assistance provided by the FTA and shall ensure that such provisions will be binding upon each subcontractor of any tier.

20. ADA ACCESS REQUIREMENTS

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and with DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38.

21. BUY AMERICA

This section applies to Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than the SAT).

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Final assembly of rolling stock must occur in the United States and rolling stock must contain the required domestic content, as set forth in the 49 USC Section 5323(j)(C)(2), as amended by Section 3011 of the Fixing America’s Surface Transportation (FAST) Act. The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements. Subcontracts in any amount are subject to Buy America.

A bidder or offeror must submit to the Port Authority the appropriate Buy America Certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as non-responsive. This certification requirement does not apply to lower-tier subcontractors.

22. AUTHORITY OF CHIEF ENGINEER - BREACHES AND DISPUTE RESOLUTION

Inasmuch as the public interest requires that the project to which this Contract relates shall be performed in the manner which the Port Authority, acting through the Chief Engineer (or his/her designee), deems best, the Chief Engineer (or his/her designee) shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause(s) hereof setting out the Work and any Scope of Work, Contract Drawings and/or Specifications, as applicable shall be deemed merely his/her present determination on this point. In the exercise of this authority, he/she shall have power to alter

the Scope of Work, Contract Drawings and/or Specifications as may be applicable; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand, any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

If at any time it shall be, from the viewpoint of the Port Authority, impracticable or undesirable in the judgment of the Chief Engineer (or his/her designee) to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of the Port Authority, he/she shall have authority to suspend performance of any part or all of the Contract until such time as he may deem it practicable or desirable to proceed. Moreover, if any time it shall be, from the viewpoint of the Port Authority impracticable or undesirable in the judgment of the Chief Engineer (or his/her designee) to proceed with or continue the performance of the Contract or any part thereof whether or not for reasons beyond the control of the Port Authority, he/she shall have authority to cancel this Contract as to any or all portions not yet performed and as to any materials not yet installed even though delivered. 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.

To resolve all disputes and to prevent litigation the parties to this Contract authorize the Chief Engineer (or his/her designee) to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of Contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Bid or Proposal and claims of a type which are barred by the provisions of this Contract) and his/her decision shall be conclusive, final and binding on the parties. His/her decision may be based on such assistance as he/she may find desirable. The effect of his/her decision shall not be impaired or waived by any negotiations or settlement offers in connection with the question decided, whether or not he participated therein himself, or by any prior decision of the Authority, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract.

All such questions shall be submitted in writing by the Contractor to the Chief Engineer (or his/her designee) for his/her decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against the Port Authority relating to any such question the Contractor must allege in its complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Chief Engineer (or his/her designee).

This numbered clause shall be governed by and construed in accordance with the law of the State of New York, without giving effect to its choice of law provisions.

Performance During Dispute – Unless otherwise directed by the Port Authority, the Contractor

shall continue performance under this Contract while matters in dispute are being resolved.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Authority or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the Port Authority taking action in accordance with Section 14 of the Standard Terms and Conditions, or such other action that may be necessary to enforce its rights.

23. NON-CONSTRUCTION EMPLOYEE PROTECTION CLAUSE

The Contractor agrees to comply with and assures compliance with any applicable employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

24. CERTIFICATION - DEBARMENT AND SUSPENSION

This section applies to all contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services.

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 3000. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.935 and 180.940.

The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction he enters into.

By signing and submitting its Bid, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Port Authority of New York and New Jersey. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Port Authority of New York and New Jersey, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49

CFR 29, Subpart C and 2 CFR 200, Appendix II (H) while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- FTA requires that the Contractor, for major third party contracts, complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" for himself and his principals and requires each subcontractor or supplier (for subcontracts and supplier agreements expected to equal or exceed \$25,000) to complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions" for himself and his principals. Copies of the required Certification forms and accompanying instructions are set forth following the clause herein entitled "Integrity Monitor".
- In the event that the Contractor has certified prior to award that he is not proposed for debarment, debarred, suspended, or voluntarily excluded from covered transactions by any Federal Department or agency and such certification is found to be false, this Contract may be canceled, terminated or suspended by the Authority and the Contractor will be liable for any and all damages incurred by the Authority because of such cancellation, termination or suspension because of such false certification.
- The Contractor shall obtain certifications from all known potential subcontractors and suppliers (for which payments are expected to equal or exceed \$25,000) and submit such certifications to the address set forth in E below.
- Prior to the award of any subcontracts or supplier agreements expected to equal or exceed \$25,000, regardless of tier, any prospective subcontractor or supplier who has not previously submitted a certification for this Contract must execute and submit to the Contractor a certification in the form set forth following the clause herein entitled "Integrity Monitor" which will be deemed a part of the resulting subcontract and supplier agreement.
- The originals of any Certifications or correspondence relating hereto shall be sent by the Contractor to the Chief Procurement Officer, 4 World Trade Center, 150 Greenwich Street – 21st Floor, New York, NY 10007.
- The Contractor shall not knowingly enter into any subcontracts or supplier agreements with a person that is proposed for debarment, debarred, suspended, declared ineligible or voluntarily excluded from covered transactions.

As required by FTA, the Contractor and his subcontractors or suppliers required to file the certification have a continuing duty to disclose, and shall provide immediate written notice to the Authority if, at any time, it learns that his certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

25. ACCESS TO RECORDS AND REPORTS

This section applies to all contracts except Micro-Purchases.

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to and the right to examine

and inspect any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.15, to provide the FTA Administrator or authorized representatives thereto, including any Project Management Oversight (PMO) Contractor, access to the Contractor's records and Construction sites pertaining to a major capital project, major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period from the beginning of the Project, and through the course of the Project, until three years after the Recipient has submitted its final expenditure report and other pending matters are closed. Project closeout does not alter the record retention requirements of the FTA Master Agreement, §9.

This requirement is independent of the Authority's requirements for record retention contained elsewhere in the specifications.

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING \$100,000)

I, the undersigned

(name of authorized officer) certify,
to the best of my knowledge and belief, that:

- No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying, Activities" in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by, 31, U.S. C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C § 1352(c)(I)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Executed this day _____ of _____, 202

By: _____
Signature of Authorized Official

Official Name and Title of Authorized Official

STANDARD FORM LLL - DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p style="text-align: right;">Print</p> <p>Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal Recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward Recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal Recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding

the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS**

1. The prospective lower tier participant,

_____, certifies by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. The prospective lower tier participant shall provide immediate written notice to the Authority (and the Contractor, if applicable) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Executed this day _____ of _____, 202_____.

BY SIGNATURE OF AUTHORIZED OFFICIAL

NAME AND TITLE OF AUTHORIZED OFFICIAL

**INSTRUCTIONS FOR COMPLETION OF CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the signed certification set out on the previous page.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Authority if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. The Proposer may contact the Procurement Representative for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under sub-paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Authority may pursue all available remedies including suspension and/or debarment.

END OF FTA CONTRACT PROVISIONS

ATTACHMENT B
PATH (FTA) STANDARD CONTRACT TERMS AND CONDITIONS (REV. 5/5/2020)

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PART I GENERAL DEFINITIONS

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

PATH – means the Port Authority Trans-Hudson Corporation.

Authority or Port Authority - means The Port Authority of New York and New Jersey, which may act on behalf of PATH for the purposes of this Contract.

Contract, Document or Agreement - means 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 by an authorized member of the Procurement Department.

Days or Calendar Days - means consecutive calendar days, Saturdays, Sundays, and Holidays, included.

Week - unless otherwise specified, means seven (7) consecutive calendar days, Saturdays, Sundays, and Holidays.

Month – unless otherwise specified, means a calendar month.

Holiday(s) – means any holiday which is observed at the Site, as further detailed in the section of these Standard Contract Terms and Conditions entitled “Holidays.”

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

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

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

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

Subcontractor - means 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.

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of PATH

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

2. Contractor Not An Agent

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to

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

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

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

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

4. Personal Non-Liability

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

5. 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 "Termination Provisions."
- 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 PATH

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

9. Harmony

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

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies

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

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

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

10. Claims of Third Persons

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

incurred by the Contractor and under no circumstances shall PATH be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Termination Provisions, and Rights and Remedies

Any right of termination set forth in this paragraph shall be in addition to and not in lieu of any and all rights and remedies that PATH shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all other rights and remedies available to PATH. It is hereby specifically agreed and understood that the exercise by PATH of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by PATH of an election of remedies that would preclude PATH from exercising 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.

I. Termination due to Impossibility of Performance

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

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

then upon the occurrence of such event or at any time thereafter during the continuance thereof, PATH shall have the right on twenty-four (24) hours written notice to the Contractor to terminate this Contract, such termination 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 termination as if said date were the date of the expiration of this Contract. Such termination shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of termination.

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

II. Termination for Cause or Convenience

PATH may terminate this contract, in whole or in part, at any time by written notice to the Contractor for cause or when it is in the Authority's best interest (for convenience), pursuant to 49 C.F.R. 13.36 (i)(2) and 2 CFR 200, Appendix II (B). In the event of termination for convenience, the Contractor will be paid its costs as provided for in the Contract, for work performed up to the time of termination for convenience.

1. Termination for Cause

a. If any of the following shall occur:

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

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

b. If any of the events enumerated in this Section shall occur prior to commencement

date of this Contract, PATH, upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours' notice, may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

- c. No payment by PATH of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by PATH shall be deemed to be a waiver of the right of PATH to terminate this Contract or of any other right or remedy to which PATH maybe entitled because of any breach thereof. No waiver by PATH of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by PATH of any other subsequent default in the performance of any of the said terms, covenants and conditions.

2. Termination for Convenience

- a. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract, PATH may terminate this Contract and the rights of the Contractor hereunder for convenience 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 date were the original expiration date hereof; and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from PATH shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed, but no allowance shall be made for anticipated profits.

III. **Rights and Remedies**

1. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between PATH or the Port Authority and the Contractor (including its obligation to PATH or the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with PATH or the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor is made against the Port Authority or PATH or (3) any subcontractor under this Contract or any other agreement between PATH or the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor or (4) if in the opinion of PATH or the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority or PATH, as applicable, shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as PATH may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as PATH may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by PATH to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be

deemed to indicate that PATH does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of PATH to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by PATH shall create any obligation of any kind to such supplier, subcontractor, worker or other third person. If, however, the payment of any amount due the Contractor shall be improperly delayed, PATH will 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.

2. If PATH has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse PATH, or if PATH is required or elects to pay any sum or sums or incurs any obligation or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to PATH the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of PATH's statement therefor. PATH may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
3. If PATH pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to PATH any such amount promptly upon receipt of Path's statement therefor.
4. PATH shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if its affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Purchases of services and tangible personal property by PATH in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, PATH's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to PATH for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and PATH will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

PATH shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and PATH shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which PATH may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as PATH may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of PATH of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three-year period PATH has notified the Contractor in writing of a pending claim by PATH under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or 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 non-citizens.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Superintendent/Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of PATH of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to PATH from time to time such written reports in connection with its operations hereunder as PATH may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to PATH shall be subject to the continuing approval of PATH.
- b. No provision in this Contract giving PATH a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or

approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Superintendent/Manager at the Facility.

- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by PATH or the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Superintendent/Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Superintendent/Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

- i. 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
 - ii. 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
 - iii. in the opinion of PATH will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 - iv. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 - v. 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
 - vi. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided PATH has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then

the Contractor shall on demand pay PATH that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by PATH which shall have been charged because of such violations by the Contractor.

- g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of PATH and shall conduct operations hereunder in a courteous, efficient and safe manner.
- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of PATH, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to PATH.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor subcontracts services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on PATH to such subcontractor or to give the subcontractor any rights against PATH.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless PATH, The Port Authority of New York and New Jersey (Port Authority), their Commissioners, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's agents, servants, officers, representatives and employees) arising out of or in any way connected to or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor performed under or in connection with, 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 out of or are in any way connected to the Contractor's operations or to its performance of work under this Contract, or arise out of the acts, omissions or negligence of the Contractor, PATH, the Port Authority, their Commissioners, Directors, agents, servants, officers, representatives or employees, third persons (including Contractor's agents, servants, officers, representatives and employees), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against PATH or the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise out of or are in any way connected to the Contractor's operations or to its performance of work under this Contract, or arise out of acts or omissions (negligent or not) of the Contractor, PATH, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of PATH, the Port Authority and the Contractor) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of PATH or the Port Authority done subsequent to the opening of proposals on this

Contract, and shall to the extent permitted by law indemnify PATH and the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to PATH or Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by PATH or the Port Authority, repair, replace or rebuild to the satisfaction of PATH or the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions (negligent or not) of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence PATH or the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to PATH or 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 claims, whether made against the Contractor, the Port Authority, or PATH, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind whether just or unjust made by or on behalf of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of PATH, the Port Authority and the Contractor) arising or alleged to arise out of or in connection with the Contractor's operations or its performance of work hereunder, whether such claims are made against the Contractor, the Port Authority or PATH.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the Counsel of PATH or 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 and PATH, the immunity of PATH and the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of PATH and the Port Authority or the provision of any statutes respecting suits against PATH or the Port Authority.

Neither the requirements of PATH under this Contract, nor PATH of the methods of performance hereunder nor the failure of PATH to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of PATH to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of PATH of the methods of furnishing services hereunder nor the failure of PATH to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of PATH to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for any injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality

hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Superintendent/Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by PATH for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of PATH which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Manager, Claims of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as PATH may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of PATH (or the Port Authority, as applicable).

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Superintendent/Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of PATH. No equipment or facilities of PATH shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to PATH and a receipt will be issued therefor.

26. Property of the Contractor

- a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract PATH may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to PATH; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by PATH as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to PATH upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by PATH and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon PATH unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority/PATH approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority/ PATH Approved Products List constitutes approval. The list may be revised from time to time and at any time by the Port Authority/PATH and it shall be incumbent upon the Contractor to obtain the most current list from the Superintendent/Manager of the Facility.

At any time 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, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority/PATH may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as “Intellectual Property Rights”, in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of PATH/the Port Authority or its employees or agents, PATH/the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify PATH and the Port Authority against and hold them harmless from all loss and expense incurred as a result of any claims in the nature of intellectual property rights infringement arising out of the Contractor’s or PATH or the Port Authority’s use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor, the Port Authority or PATH, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify PATH, or the Port Authority as applicable, against infringement, then PATH, or the Port Authority as applicable, may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Superintendent/Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to PATH or the Port Authority, as applicable, or take such steps as may be necessary to insure compliance by the Contractor, and PATH (or the Port Authority, as applicable) with said injunction, to the satisfaction of PATH or the Port Authority as applicable.

In addition, the Contractor shall promptly and fully inform the Director/General Manager in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of PATH (or the Port Authority as applicable), and PATH (or the Port Authority as applicable) shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by PATH (or the Port Authority as applicable), the Contractor shall make available to the designated PATH (or the Port Authority as applicable) representative all such passwords and codes.

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Superintendent/Manager from time to time (“Secure Areas”). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Contractor shall notify the Superintendent/Manager. The Contractor shall conform to the procedures as may be established by the Superintendent/Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Superintendent/Manager of the Secure Areas which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Superintendent/Manager during the term of the Contract.

33. Notification of Security Requirements

PATH has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, PATH reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority or PATH security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise pose a threat to the construction site or facility security. The Authority and PATH reserve the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority and/or PATH.

These security requirements may include but are not limited to the following:

- Execution of Port Authority Approved Non-Disclosure and Confidentiality 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 and confidentiality agreements.

- Contractor/ Subcontractor identity checks and background screening

PATH and the Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening of 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.

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.

In accordance with the Authority's Information Security Handbook, background screening is required when a person has an established need to know or has access to any one of the following types of information or physical locations:

- 1) Confidential Privileged Information
- 2) Confidential Information related to a security project and/or task
- 3) Secure Area of an Authority or PATH facility
- 4) Mission critical system

The Contractor shall perform background checks through the Authority's personnel assurance program provider. The Secure Worker Access Consortium (S.W.A.C.) is the only 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 Security Identification Display Area (SIDA), the federal regulatory requirements for personnel performing Work at aviation facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers is located 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 may be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Costs for background checks for staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person shall be permitted on or about Port Authority or PATH construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the Authority requires facility-specific identification credentials for the Contractor 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 will 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 identity 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 subcontractor shall be completed prior to being provided a Photo Identification credential by the personnel assurance program provider.

If any questions should arise as to when a Personnel Assurance Program background check is required, the Port Authority Manager or contract administrator should be contacted for assistance.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority and/or PATH construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police, Authority or PATH retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority or PATH construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority or PATH construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority or PATH. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority or PATH information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October 15, 2008, revised as of April 2, 2018, 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 Handbook can be obtained at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

- Audits for Compliance with Security Requirements

The Port Authority and/or PATH may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Protected Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from PATH a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Superintendent/Manager to obtain a PATH Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish PATH with a copy of the permit upon completion of the work. The Contractor must supply all equipment

required for working in a confined space.

36. Signs

Except with the prior written approval of PATH, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other PATH property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as maybe specifically designated by PATH for such purpose.

38. Confidential Information/Non-Publication

- a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.
- b. Protected Information shall mean and include collectively, as per The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, revised as of April 2, 2018, and as may be further amended), Confidential 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 Protected Information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract.
- d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to PATH (or the Port Authority as applicable) or to the fact that goods have been, are being, or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of PATH (or the Port Authority as applicable). Such approval may be withheld if for any

reason PATH believes that the publication of such information would be harmful to the public interest or is in any way undesirable

39. Time is of the Essence

Time is of the essence in the Contractor’s performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following Holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents’ Day	Election Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
	Christmas Day

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Superintendent/Manager. If any such Holiday falls on a Sunday, then the next day shall be considered the Holiday and/or if any such Holiday falls on a Saturday then the preceding day shall be considered the Holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled “Personnel Requirements” in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Superintendent/Manager, any employee so assigned is performing his/her functions unsatisfactorily, he/she shall be replaced by the Contractor for Work under this Contract within twenty-four (24) hours following the Contractor’s receipt of the Superintendent/Manager’s request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Superintendent/Manager's staff. Any employee operating a motor vehicle must have a valid driver's license. The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program.

42. General Uniform Requirements for Contractor’s Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor’s identification badge with picture ID bearing the employee’s name. All uniforms, colors, types and styles shall be subject to the prior approval of the Superintendent/Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Superintendent/Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

PATH by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which PATH may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Superintendent/Manager, PATH may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Superintendent/Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by PATH for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Superintendent/Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Superintendent/Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Superintendent/Manager and shall perform the Work hereunder to the satisfaction of the Superintendent/Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Superintendent/Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Superintendent/Manager objects. Upon request, the Superintendent/Manager shall confirm in writing any oral order, direction, requirement or determination.

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

46. Code of Ethics for Port Authority Vendors

The Port Authority has adopted a Code of Ethics for Port Authority Vendors (the "Code"). The Code is hereby made a part of this Agreement. The Code can be found at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

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. received a less than satisfactory rating on a public or government contract;
- d. 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;
- e. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- f. 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;
- g. 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
- h. 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 and will not make any offers or agreements or take any other action with respect to any Authority employee or former employee or immediate family member (i.e. spouse, domestic partner, child, parent, sibling, grandparent or grandchild) of either which would cause any Authority employee or former employee to violate his/her obligations under Administrative Instruction 20-1.15, Conflicts of Interest and Financial Disclosure (Revised September 30, 2019), and Administrative Instruction 20-1.16, Offers of Employment and Post-Employment Obligations (Issued September 30, 2019), and as the same may be revised from time to time (copies of which are available upon request), nor does this organization have any knowledge of any act on the part of an Authority employee or former employee relating either directly or indirectly to this organization which constitutes a breach of his/her obligations as set forth in said Administrative Instructions. This organization acknowledges that if awarded this

Contract by the Port Authority it will be bound by the provisions of the Port Authority Vendor Code of Ethics prohibiting, among other things, such offers or agreements or other actions giving rise to a breach by an Authority employee or former employee of his/her obligations as set forth in the aforesaid Administrative Instructions;

- 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;
- 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; and
- 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 Port Authority). Such disclosure is to be updated as necessary. 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., spouse, domestic partner, child, parent, sibling, grandparent or grandchild) 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. The Bidder acknowledges that if it is awarded this Contract it will be bound by the provisions of the Port Authority Vendor Code of Ethics regarding Gifts, Gratuities and Favors.

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 this Contract or any other Port Authority contract), etc., 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, other than as permitted under Administrative Instruction 20-1.06, Gifts, Gratuities, Business Expenses, and Offers of Employment (Revised March 11, 2014), and as the same may be revised from time to time. 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 and component units 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. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

6. Obligation to Report

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by the section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", or if the Contractor knows or should reasonably know that a principal, employee, or agent of the Contractor or of its subcontractor(s) has committed a violation of federal, New York or New Jersey law addressing or governing: antitrust, public contracting, false claims, fraud, extortion, bribery, bid rigging, embezzlement, prevailing wage or minority, woman, small or disadvantaged business enterprises, it shall report such information to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See ["http://www.panynj.gov/inspector-general"](http://www.panynj.gov/inspector-general) for information about how to report information to the Office of Inspector General). Failing to report such conduct may be grounds for a finding of non-responsibility. The Contractor shall not take any Retaliatory Action against any of its employees for reporting such conduct.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or take

any action with respect to a Port Authority employee or former employee that would require or cause such employee or former employee to breach his/her obligations under Administrative Instruction 20-1.15, Conflicts of Interest and Financial Disclosure (Revised September 30, 2019), and Administrative Instruction 20-1.16, Offers of Employment and Post-Employment Obligations (Issued September 30, 2019), and as may be revised from time to time (copies of which are available upon request to the Port Authority). The Contractor shall not require any former Port Authority employee in its employ to violate his/her post-employment obligations under Administrative Instruction 20-1.16. The Contractor acknowledges that if it is awarded the Contract it will be bound by the Port Authority Vendor Code of Ethics, which prohibits all vendors from taking such actions.

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

7. 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.

8. Integrity Monitor

In the event that the Authority hires an Integrity Monitor in connection with the Work under this Contract, the Contractor and any subcontractors shall cooperate fully with the Integrity Monitor and the

Authority, which includes, but is not limited to, providing complete access to all personnel and records in any way related to the Work performed pursuant to this Contract. Any failure to cooperate may result in the termination of this Contract. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

9. Right to Audit

Notwithstanding anything to the contrary, the Authority, including its Inspector General, Audit Department and Integrity Monitor, or its designee(s) each shall have the right to audit all of the records of the Contractor with respect to the Work and the Contract, including, without limitation, records pertaining to any compensation paid, payable, or to be paid under the Contract. The Contractor shall not be entitled to any reimbursement or other compensation for costs associated with such audit, investigation, or certification. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

The Contractor agrees to pay for the cost of any audit or investigation conducted by the Authority, in which any criminal activity, ethics violations, or professional misconduct by the Contractor or any of its employees, or subcontractors or any of its employees, are discovered. The Contractor shall further agree that should it fail or refuse to pay for any such audit or investigation, the Authority is authorized to deduct from any sum owing the Contractor an amount equal to the cost of such audit and the damages resulting therefrom. The determination of the value of any such costs and decision to withhold any such payments are at the sole discretion of the Authority (including its Inspector General).

10. 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, the Port Authority of New York and New Jersey and its wholly owned subsidiaries 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.

Retaliatory Action- Any adverse action taken by, or at the direction of, the Contractor, against any of its employees for reporting any information as set forth in the clause entitled "Obligation to Report," above.

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; except and until the Contract has been awarded, then it shall mean Contractor;

Bidding - shall mean executing this Contract.