Duffy, Daniel FOI# 14807

From: abraham@americanbridge.org
Sent: Monday, March 31, 2014 4:49 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; American, Heavyn-Leigh
Subject: Freedom of Information Online Request Form

Information:

First Name: Abraham
Last Name: Payton
Company: American Bridge 21st Century
Mailing Address 1: 455 Massachusetts Avenue NW
Mailing Address 2: Suite 280
City: Washington
State: DC
Zip Code: 20001
Email Address: abraham@americanbridge.org
Phone: 2022663339
Required copies of the records: Yes

List of specific record(s):
The following request is being made in accordance with the Port Authority's Freedom of Information Policy. I am requesting copies of the following records: Contracts and payment records between Atlantic Track Turnout Co New Jersey Entity ID 1698870000 and the Port Authority of New York and New Jersey since January 1, 2010 including contract no. 36212. Contracts and payment records between Atlantic Track Materials Services, LLC New Jersey Entity ID 0600299464 and the Port Authority of New York and New Jersey since January 1, 2010. Contracts and payment records between Atlantic Track Runway Services, LLC New Jersey Entity ID 0600220846 and the Port Authority of New York and New Jersey since January 1, 2010. Contracts and payment records between Mrt Track Services Co., Inc. New Jersey Entity ID 0100982496 and the Port Authority of New York and New Jersey since January 1, 2010.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 5, 2015

Mr. Abraham Payton
American Bridge -21st Century
455 Massachusetts Avenue NW, Suite 280
Washington, DC 20001

Re: Freedom of Information Reference No. 14807

Dear Mr. Payton:

This is in response to your March 31, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of contracts and payment records between the Port Authority and the following entities since January 1, 2010: Atlantic Track Turnout Co., Atlantic Track Materials Services, LLC, Atlantic Track Runway Services, LLC and MRT Track Services Co. Inc.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/14807-C.pdf. Paper copies of the available records are available upon request.

Pursuant to the Code, certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, personal privacy and security.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Danny Ng
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10006
T: 212 435 3642 F: 212 435 7555

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order, and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.*

PO Number/Date
4500063239 / 05/03/2012

PORT AUTHORITY TRANS-HUDSON CORPORATION
2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

PURCHASE ORDER

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
270 BROAD STREET
PO BOX 1589
BLOOMFIELD NJ 07003
Telephone# (973) 748-8899
Fax# (973) 748-9243
Your person responsible THOMAS SCHLENDER

Our fax number
201-395-3425
Deliver to Address:
Journal Square Transp. Center
Port Authority, One Path Plaza
Jersey City NJ 07306
Deliver to this address unless a different address is shown below.
Recipient: E. Perara
Unloading Pt: 120 Academy Street

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	TWO EXPANSION JOINTS AS PER ATTACHED DWG C038 AND ADDENDUM #1 AS PER QUOTATION DATED 4/10/12 YOUR CONTRACT ADMINISTRATOR IS ED PERARA @201-216-6021		
2 EA	Expansion Joint,115#RE Line 10: 2 PR - Expansion Joint, 115# RE, Manganese, as per the attached drawing C038 dated 1/27/2012. Deliver To: PATH, 120 Academy Street Jersey City, N.J. 07302 Contact: Mr. Robert Reich (24 hours prior to delivery at (201)978-2247 for instructions). Invoices for Payment Must Be Sent to: Port Authority Trans-Hudson Corp. One PATH Plaza - 8th Floor Jersey City, N.J. 07306 Attention: Edward Perara	34,300.00	68,600.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

Page 2 Of 3

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
BLOOMFIELD NJ 07003

PO Number/Date
4500063239 / 05/03/2012

Quantity	Description	Unit Price	Total
	Deliv. date 11/17/2012		
	Freight Terms FOB DELIVERED		
	Contact person/Telephone		
	Dennis Kopik/201-395-3431		

Total Delivered Price In USD 68,600.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

3. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.

5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.

6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

THE PORT AUTHORITY OF NY & NJ

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

3/16/2012

ADDENDUM # 1

To prospective Bidder(s) on Bid # 28688 for Expansion Joints for PATH Rail

Due back on 4/11/2012, no later than 11AM

BIDDER'S QUESTIONS AND ANSWERS

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

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

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question # 1	Plan C038 shows one pair (2 pieces) of expansion joints. The quantity on the bid reads two each. Do you want two pair (4 pieces) or one pair (2 pieces)?
Answer # 1	2 pair, 4 pieces

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
COMMODITIES AND SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DENNIS KOPIK, WHO CAN BE REACHED AT (201) 395-3431or at dkopik@panynj.gov.

Order with MRT since January 1, 2010

Vendor	Date	Purchase order #	Description	Quantity	Total Price
MRT	4/27/2010	4500061402	Insulators for 84C Composite Rail	150 each	5,850.00
MRT	8/26/2010	4500061395	84C Composite Rail	30 each	56,850.00
MRT	8/26/2010	4500061395	84C Joint Bars	40 each	2,760.00
MRT	8/26/2010	4500061395	84C end approaches	10 each	5,950.00
Atlantic Track & Turnout	3/23/2010	4500061284	Compromise Rail 115# to 100#	6 each	9,600.00
MRT	5/28/2010	4500061475	115# Track panels	70 each	348,950.00
MRT	6/30/2010	4500061529	Fiberglass Coverboard	400 each	63,360.00
MRT	10/19/2010	4500061634	Bumping Posts	9 each	93,375.00
MRT	10/29/2010	4500061458	84C Composite Rail	120 each	211,489.20
MRT	10/29/2010	4500061458	84C Joint Bars	180 each	10,852.20
MRT	10/29/2010	4500061458	84C end approaches	60 each	33,900.00
MRT	8/3/2010	4500061637	bumping Posts	5 each	51,375.00
	5/3/2012	4500063239	115# expansion Rails	2 each	69,600.00

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PO Number/Date
4500062928 / 12/07/2011

PORT AUTHORITY TRANS-HUDSON CORPORATION
2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

PURCHASE ORDER

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
270 BROAD STREET
BLOOMFIELD NJ 07003
Telephone# (973) 748-8899
Fax# (973) 748-9243
Your person responsible THOMAS SCHLENDER

Our fax number
201-395-3425
Deliver to Address:
PATH
120 Academy Street
Jersey City NJ 07302
Deliver to this address unless a different address is shown below.
Recipient: E. Perara
Unloading Pt: 120 Academy Street

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	Composite Third Rail Joint Bars and End Approaches Price is in reference to RFQ #6000104519 dated 11/30/11 and addendum #1. Deliver to: PATH 120 Academy Street Jersey City, NJ 07302 Contact Person: John Wargo (210)-216-7094 Please contact Mr. John Wargo 24 hours prior to delivery. Invoices for payment must be sent to: Port Authority Trans-Hudson Corp. One PATH Plaza, 9th Floor Jersey City, NJ 07306 Attention: Mr. Edward Perara Attachments: "Specification - Bi-Metallic Composite Contact Rail and End Approaches" and "Drawing #C920 - 84C Contact Rail dated September 16, 2008" are made a part of this contract		
40 EA	84C Composite 3rd Rail End Approach	597.00	23,880.00

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For Director,
Procurement Department

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PORT AUTHORITY TRANS-HUDSON CORPORATION
2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

Page 2 Of 3

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
BLOOMFIELD NJ 07003

PO Number/Date
4500062928 / 12/07/2011

Quantity	Description	Unit Price	Total
	Line 20: 40 Each---84C Composite Thrid Rail End Approach, as per attached specifications and drawing. $597.00 each x 40 = $23,880.00 Deliv. date 01/17/2012		
40 PAA	84C Composite 3rd Rail Joint Bars	73.50	2,940.00
	40 Pair -- 84 Composite Third Rail Joint Bars, as per attached specifications and drawings (includes Lock Bolt and Flanged Collar). $73.50 pair x 40 = $2,940.00 Deliv. date 01/17/2012		
	Freight Terms FOB **DELIVERED** **Contact person/Telephone** Emily Baxter/201-395-3421		
	Total Delivered Price In USD		**26,820.00**

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

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6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

SPECIFICATION - BI -METALLIC COMPOSITE CONTACT RAIL AND END APPROACHES

Revised: 1 Nov. 2006.

PART 1- GENERAL

1.01 DESCRIPTION

A. This Section specifies furnishing all labor, materials, and equipment for the manufacture, fabrication, testing, and delivery of bi-metallic composite contact rail and end approaches for the Port Authority Trans-Hudson Corporation.

B. Bi-metallic composite contact rail and end approaches shall be manufactured from steel base rail of 84C Section clad with equal amounts of aluminum extrusion on each side of the web, as shown in the Drawings and as specified.

1.02 REFERENCES

A. The following is a list of publications referred to in this Section:

1. American National Standards Institute ANSI/ASQC Standard C-1, Specification of General Requirements for a Quality Manual, latest revision.

2. American Society for Testing and Materials (ASTM), latest versions:

a. ASTM B317 -00 Standard Specification for Aluminum-Alloy Extruded Bar, Rod, Tube, Pipe, and Structural Profiles for Electrical Purposes (Bus Conductor)

1.03 SUBMITTALS

A. Before the start of manufacturing bi-metallic composite contact rail and end approaches submit to the Engineer for approval Shop Drawings and other data including design calculations and catalogue cuts required by the Specifications or necessary to adequately perform the work.

B. Shop Drawings shall show the general arrangement and such details as are necessary to provide a comprehensive description of the Bi-metallic composite contact rail and end approaches.

C. Catalogue cuts shall describe the bi-metallic composite contact rail interface and butt end coating materials.

D. Furnish Shop Drawings on sheets measuring 22 inches by 34 inches.

E. Furnish design calculations and other required data on standard 8-1/2 by II-inch sheets printed on one side only.

F. Before the start of manufacturing bi-metallic composite contact rail and end approaches submit to the Engineer for approval not less than two identical samples of the bi-metallic composite contact rail, measuring a minimum of one foot long. Label each sample indicating:
   1. Purchase Order number.
   2. Name of Vendor.
   3. Material or equipment represented.
   4. Source.
   5. Name of producer and brand.
   6. Reference specification section and article numbers.
   7. Mill certification for the steel base rail.
   8. Foundry certification for the aluminum extrusions.

1.04 QUALITY CONTROL

A. Establish a Quality Control Program regulating methods, procedures, and processes to ensure compliance with standards of quality required by this Specification. The Quality Control Program will be subject to audit for conformance. The program shall be in accordance with the current ANSI/ ASQC Standard C-1.

B. Records of all inspection and testing by the manufacturer shall be kept complete and available to the Engineer for review during the performance of the work and for longer periods required by this Specification.

C. If the bi-metallic composite contact rail and end approaches manufacturer does not normally prepare materials in its own plant(s) it is acceptable to have proprietary materials prepared at another non-owned facility. This facility shall be subject to the same Quality Assurance procedures and systems the manufacturer uses in its own facilities and shall be subject to audit by the Engineer.

D. The bi-metallic composite contact rail and end approaches manufacturer will be permitted to conduct testing in-house if the

manufacturer's laboratory and testing facility is certified to National Institute of Standards and Technology (NIST) standards.

E. Products and materials incorporated into the bi-metallic composite contact rail and end approaches will be subject to inspection by the Engineer at the Vendor's facilities, the place of manufacture, the shipping point, and at the shipping destination.

F. Give the Engineer a minimum of 14 days notice prior to the start of fabrication of bi-metallic composite contact rail and end approaches to make arrangements for inspections. Notice shall include the name and address of the fabrication facility and the name and telephone number of the individual at the facility to be contacted.

G. Inspection and testing by the Engineer will be performed in such a manner as not to unduly delay the work.

H. Give the Engineer sufficient notice of when any testing is proposed in order to have the option of witnessing the tests. Provide the Engineer free entry at all times to the place of manufacture while work on this Order is being performed.

I. Whether or not the Engineer inspects or tests any materials, the Vendor will not be relieved from any responsibility regarding defects or other failures to meet the requirements of the specifications, nor will such inspection or testing be considered as a guarantee of acceptance of any material which may be delivered later.

PART 2-PRODUCTS

2.01 BI -METALLIC COMPOSITE CONTACT RAIL

A. Bi-metallic composite contact rail and end approaches shall consist of 84C section steel base rail with aluminum extrusions fastened on both sides of the web manufactured by Atlantic Track & Turnout Co., 270 Broad Street, Bloomfield, New Jersey 07003, or approved equal.

B. 84C steel base rail and aluminum extrusions shall be fastened together at intervals not to exceed 18 inches

C. The bi-metallic composite contact rail fastening system shall maintain the aluminum extrusions and the steel base rail in intimate, stable electrical contact over a temperature range of -25 degrees F to 220 degrees F. Thermal expansion or contraction within this temperature

range shall not exceed yield points of any of the composite rail or fastener components.

D. If the bi-metallic composite contact rail fastening system is to be a tension lock type, it shall be Huck Bolt and Collar, all galvanized, or approved equal.

2.02 STEEL BASE RAIL

A. Steel base rail for bi-metallic composite contact rail and end approaches shall be 84C section manufactured by Steel of West Virginia, Inc., 17th Street and 2nd Avenue, Huntingdon, West Virginia 25703, or approved equal.

B. 84C Section steel base rail shall be new No.1 rail free of all injurious imperfections.

C. Chemical composition of steel base rail shall be:

1.	Carbon:	0.64 to 0.77 percent
2.	Manganese:	0.60 to 0.90 percent
3.	Phosphorus:	0.04 percent, maximum
4.	Sulfur:	0.05 percent, maximum
5.	Silicon:	0.10 to 0.35 percent
6.	Copper:	0.50 percent, maximum

D. Brinell hardness of steel base rail shall be 220 or higher.

E. Marking and stamping on the web of steel base rail will not be allowed.

F. Control cooling of steel base rail will not be required.

G. Steel base rail shall be free of shatter cracks.

H. Steel base rails shall be 39 feet in length when measured at a temperature of 60 degrees F with a tolerance of plus 1/2-inch.

I. Steel base rail shall have an upsweep limited to 3/4-inch in 39 feet with no down sweep allowed and a deviation from straightness of less than 1/8- inch in 10 feet.

J. All rails after finishing shall be smooth on heads and bases, straight in line and in surface, without twists, kinks or waves.

2.03 ALUMINUM EXTRUSION

A. Aluminum extrusion shall be of uniform dimension and shall be a high mechanical strength/high electrical conductivity 6101-T6 alloy conforming to ASTM B317 .

B. Aluminum extrusions shall be so formed as to:
   1. Discourage water ingress to the interface between the aluminum extrusion and the steel base rail.
   2. Permit intimate contact with web of the steel base rail or with the fillets of the head and the base of the steel base rail and assure a positive electrical connection for current flow between the steel base and aluminum extrusion.
   3. Permit standard rail tongs to grasp the head of the composite rail for lifting the composite rail without damage to the aluminum extrusion.
   4. Provide adequate cross sectional area to meet the specified electrical requirements.

2.04 ELECTRICAL REQUIREMENTS

A. Composite contact rail shall be a low-resistance conductor with a resistance not greater than 0.002 ohms per 1,000 feet at 20 degrees C. The current distribution between the steel and the aluminum shall be inversely proportional to their respective resistivities.

B. Composite contact rail shall be able to withstand a fault current of 200,000 amps DC for 100 milliseconds with no mechanical or thermal damage.

C. Composite contact rail shall be capable of carrying a minimum of 5,000 amps continuous current without exceeding a temperature rise of 40 degrees C above 40 degrees C ambient in still air.

2.05 END APPROACHES

A. Contact rail end approach shall consist of sections of the steel base rail as shown in the Drawings and as specified, cut and welded to provide a smooth transition for the collector shoe onto the composite contact rail.

B. End approaches shall be supplied in 7-foot 6-inch lengths, or to length shown on the Drawings.

C. The mating end of each end approach shall be drilled as shown in the Drawings.

D. The mating end of each end approach shall be provided with sufficient lengths of aluminum extrusion fastened to the web to allow the attachment of a splice joint assembly.

2.06 RUST INHIBITING COATINGS

A. Bi-metallic composite contact rail interface coating shall be NO-OX-ill Type A-Special manufactured by Sanchem, Inc., 1600 S. Canal Street, Chicago, Illinois 60616, or approved equal.

B. Bi-metallic composite contact rail butt end butt coating shall be NO-OX-ill Type A manufactured by Sanchem, Inc., 1600 S. Canal Street, Chicago, Illinois 60616, or approved equal.

PART 3 -EXECUTION

3.01 STEEL BASE RAIL

A. Steel base rail shall be sandblasted its entire length on both sides prior to application of aluminum extrusions. The surfaces of the steel base rail that mate with the aluminum extrusion shall be cleaned to a bright finish, free of all rust and scale. This operation must be perfoffi1ed no more than 12 hours prior to assembly.

B. All steel base rail interface surfaces shall be liberally coated with NO-OX- ill Type A-Special oxide inhibiting compound.

3.02 PUNCHING AND DRILLING

A. Bi-metallic composite contact rail and end approaches shall be drilled and punched as shown in the Drawings and as specified.

B. Punching of fastener holes in the steel base rail and aluminum extrusions, except for the splice plate holes at each end of each composite contact rail length, will be peffi1itted under the following conditions:

1. The manufacturer shall demonstrate that the punching operation will have no detrimental effect on aluminum extrusion to steel base rail contact resistance.
2. The manufacturer shall demonstrate that the punching operation will cause no detrimental deformation of the aluminum extrusion

at the interface with the steel base rail that will interfere with proper functioning of any part of the fastening system or encourage ingress of water.

C. Splice plate holes at the end of each composite contact rail length shall be drilled after assembly of the aluminum extrusions to the base rail to assure exact alignment of the holes.

D. The manufacturer shall prove exact alignment of the splice plate holes by pushing through each hole a mandrill of diameter no more than 0.005 inches smaller than the hole diameter and certify that this test was successful on all rail lengths shipped.

E. Punching or drilling of the composite rail sections after assembly of the aluminum extrusion to the base rail will not be permitted.

3.03 BUTT END COATING

A. After completion of drilling the splice plate holes, completely fill holes and coat the bi-metallic composite contact rail butt ends with NO-OX-ill Type A oxide inhibiting compound.

3.04 TESTING

A. Prior to shipment of any bi-metallic composite contact rail test two pieces of fully assembled contact rail, each piece not less than 4 feet in length, to demonstrate adequacy and stability of electrical contact between the aluminum extrusions and the steel base rail.

B. The test procedure on each test piece of bi-metallic composite contact rail shall be as follows:
   1. At a constant ambient temperature accurately measure the electrical resistance of the full length of the test piece.
   2. Lower the rail temperature to -25 degrees F for 30 minutes and measure the electrical resistance of the test piece.
   3. Raise the rail temperature to 220 degrees F for 30 minutes and measure the electrical resistance of the test piece.
   4. Separate chambers shall be used for the extreme temperature conditions. The air temperature of the two chambers shall be held at each of the extreme temperatures by means of circulation and sufficient hot or cold-chamber thermal capacity so that the ambient temperature shall reach the specified temperature within 2 minutes after specimens have been transferred to the appropriate chamber.

5. This procedure shall be repeated for a minimum of 1 0 cycles.

C. If any measurement of electrical resistance on either of the two test pieces does not conform to the specified electrical requirements adjusted for temperature the Vendor shall provide two additional test pieces and perform the full test procedure on each of them.

D. If a second measurement of electrical resistance on any test piece does not conform to the specified electrical requirements adjusted for temperature the entire lot of manufactured bi-metallic composite contact rail will be rejected.

E. Submit to the Engineer for approval a written proposal for modifying the design or manufacturing process to meet the specified requirements.

F. Prior to shipment of any modified bi-metallic composite contact rail test two pieces of fully assembled contact rail, each piece not less than 4 feet in length, in accordance with the above test procedure

G. Three certified copies of all tests, including original data calculations and interpretation of results, shall be furnished to the Engineer.

3.05 MARKING

A. Each length of composite contact rail and each end approach shall have the manufacturer identification and date of manufacture (month and year) permanently die stamped on the outer face of the aluminum extrusion outside of the splice joint area.

3.06 DELIVERY, HANDLING AND STORAGE

A. Composite contact rails shall be loaded with heads up with all Huck collars facing the same direction and with a minimum of five 2-inch x 6- inch common stock wood separators placed between tiers. The wood separators shall be placed 5 feet from the each end, at the center, and the equidistant between the center and end separators of each composite contact rail length.

B. Composite contact rail shall arrive at destination in the same condition as when loaded at the manufacturer's plant.

C. End approaches shall be banded with I-inch steel banding on wooden pallets with separators between tiers. Pallets shall have only two tiers.

E. End approaches shall arrive at destination in the same condition as when loaded at the manufacturer's plant.

END OF SECTION CO5653

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PO Number/Date
4500062724 / 09/27/2011

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

PURCHASE ORDER

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
270 BROAD STREET
BLOOMFIELD NJ 07003
Telephone# (973) 748-8899
Fax# (973) 748-9243
Your person responsible THOMAS SCHLENDER

Our fax number
212-435-3959
Deliver to Address:
Path
Consolidated Maintenance Shop
Academy Street
Jersey City, New Jersey NJ 07302
Deliver to this address unless a different address is shown below.
Recipient: J. Marrone
Unloading Pt: Consolidated Maint.

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	HIGH STRENGTH 80 FOOT RAIL WITH BLANK ENDS AS PER ATTACHED SPECIFICATION INCLUDING DATED JULY 29, 2011 INCLUDING ADDENDUM #1 AS PER QUOTATION DATED 9/19/11 YOUR CONTRACT ADMINISTRATOR IS JIM MARRONE@201-216-6103		
250.000 TON	New Rails of 100 RB or 100-8 Section high strength, 80 ft. long, and with blank ends. Delivery to be by rail bulkhead flatcar. Manufacture and deliver as specified in the attached document entitled: "PORT AUTHORITY TRANS-HUDSON CORPORATION - WAY & STRUCTURES DIVISION-SPECIFICATION FOR RUNNING RAIL" dated 07/29/11. Estimated Cost: High Strength @ $1,500/ton x 250 = $375,000	1,799.85	449,962.50
	Deliver to: Consolidated Maintenance Facility, 120 Academy Street, Jersey City, New Jersey 07302. Delivery must be		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

Page 2 Of 3

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
BLOOMFIELD NJ 07003

PO Number/Date
4500062724 / 09/27/2011

Quantity	Description	Unit Price	Total
	made between the hours of 7:00 AM and 3:00 PM. Contact Mr. Joe Galluccio 24 hours prior to delivery at (201) 602-8985 for instructions. Invoices for payment must be sent to: Port Authority Trans-Hudson Corporation One PATH Plaza, 9th floor Jersey City, New Jersey 07306 Attention: Jim Marrone Deliv. date 12/30/2011 **Freight Terms** FOB DELIVERED **Contact person/Telephone** Dennis Kopik/212-435-3931		

Total Delivered Price In USD 449,962.50

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

3. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.

5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.

6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

August 29, 2011

ADDENDUM #1

To prospective bidders on Bid # 26004 for 80 Foot Rail Track

Due back on September 20, 2011, no later than 11:00AM

BIDDER'S QUESTIONS AND ANSWERS

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

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

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

PS11All

Question # 1	. What railroad do you interchange with? New York & Atlantic? CSX?
Answer # 1	the operating railroad to our facility is: CONRAIL SHARED ASSETS OPERATIONS with headquarters in Philadelphia PA. ,

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DENNIS KOPIK, WHO CAN BE REACHED AT (212) 435-3931 or at DKopik@panynj.gov.

PORT AUTHORITY TRANS-HUDSON CORPORATION
WAY & STRUCTURES DIVISION
SPECIFICATIONS FOR RUNNING RAIL

July 29, 2011

1.01 GENERAL

A. The following specifies requirements for the manufacture and delivery of steel rails for use on the Port Authority Trans-Hudson Corporation (PATH) transit system.

B. The rail section, length of standard rail, hardness properties, drilling, and delivery method of rail to be furnished shall be specified in the purchase requisition documents.

1.02 REFERENCE DOCUMENTS AND SUBMITTALS

A. Except as modified by the Furnished Drawings or these Specifications, the rails shall be manufactured in conformance with the current edition of:

1. The American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering.

2. ASTM International Designation A1-00, Standard Specification for Carbon Steel Tee Rails (Reapproved 2010)

B. When furnished, Drawings will be identified in the purchase requisition documents.

C. The manufacturer shall furnish records of inspection, testing, shipment and certifications including, but not limited to, the following:

1.) The chemical analysis of the rails shipped under the purchase order, listed by cast or ingot and heat number, and the specified chemical analysis elements.

2.) The Brinell Hardness of the rails shipped under the purchase order, by cast or ingot and heat number, and the hardness pattern for high strength rails.

3.) The method of hydrogen elimination.

4.) A shipping statement of the rails shipped including the number of pieces of each length, and the total tons shipped on each vehicle.

5.) A statement that all rails shipped meet the ultrasonic requirements specified.

6.) A statement that all macroetched samples representing the rails supplied meet the Macroetch requirements specified.

D. Submittals required by these specifications shall be sent to:

Port Authority Trans-Hudson Corp.
One PATH Plaza, Ninth Floor
Jersey City, New Jersey 07306
Attention: Superintendent, Way & Structures Division

1.03 TESTING AND REPORTING

A. PATH may elect to have its representative present at all manufacturing processes and to witness all tests and measurements required by the specifications and/or the manufacturing process. The Vendor shall notify PATH a minimum of two weeks prior to the start of manufacturing activities to facilitate the scheduling of its representative.

B. The manufacturer shall afford the PATH representative all reasonable facilities necessary to satisfy him that the material is being produced and furnished in accordance with the specifications. The PATH representative will not interfere unnecessarily with the manufacturer's operations.

C. Unless specifically stated otherwise in these specifications, the manufacturer shall submit to PATH results of all tests and measurements taken during the manufacturing process.

2.01 SECTION DESIGN AND MANUFACTURE

A. Rail section, length of standard rail, hardness properties, drilling, and delivery method of rail to be furnished shall be specified in the purchase requisition documents and shall conform to the drawing(s) listed or referenced therein.

B. Rail shall be new, manufactured subsequent to bid award date and by a steel mill having minimum experience of five-year production and supply to northeastern United States transit agencies. At the time of bid, the Bidder, if not a rail manufacturer, shall submit the name of the steel mill that will produce the rails in the event he becomes the successful Bidder. Upon request, the Bidder shall provide the names of the agencies, as well as the names of contact person(s) and telephone number(s) to verify that the requirements of this section are met.

C. The steel shall be made by the basic oxygen, or electric furnace process and shall be cast by either the "continuous" process or the "hot topped ingot" process. Sufficient discard shall be taken from the bloom or ingot to insure freedom from segregation and pipe.

2.02 CHEMICAL COMPOSITION AND HYDROGEN ELIMINATION

A. The chemical composition of all rail, whether standard strength, head hardened, or fully heat treated, shall be determined through sample analysis preferably taken during the pouring of the heat. Separate test samples representing one of the first three and one of the last three ingots or continuously cast blooms shall be taken and analyzed. Determinations may be made chemically or spectrographically. The chemical composition shall be within the following limits (min. to max.), for the listed elements, given in ***Weight Percent***:

B.

Element	*For (100ARA-B/100-8)*	*For (115RE)*
Carbon	0.70 to 0.80	0.74 to 0.84
Manganese	0.70 to 1.00	0.80 to 1.10*(a.)
Phosphorus, (max.)	0.035	0.035
Sulfur, (max.)	0.040	0.037
Silicon	0.10 to 0.50	0.10 to 0.60

*(a.) *The upper manganese limit may be extended by the manufacturer to 1.25% when necessary to meet the Brinell hardness requirements.*

C. When ladle tests are not available, finished material representing the heat may be product tested. Product analysis shall conform to specified limits given for ladle analysis in Weight Percent with the following additional allowances:

Carbon	0.04 % (under min. limit)	0.04 % (over max. limit)
Manganese	0.06 % (under min. limit)	0.06 % (over max. limit)
Phosphorus	------	0.008 % (over max. limit)
Sulfur	------	0.008 % (over max. limit)
Silicon	0.02 % (under min. limit)	0.02 % (over max. limit)*(b.)

*(b.) *For continuously cast processes the silicon allowance shall be 0.05 % over the maximum limit specified.*

D. To ensure that rail is processed by methods that prevent the formation of shatter cracks, all rail heats shall be tested for hydrogen content. Rail heats shall be tested for hydrogen content using either a sampling/analytical method or a direct measurement method of the liquid steel. The testing shall be performed either during the continuous casting process or during ingot teeming.

E. The manufacturer shall define the method used to determine hydrogen content and, which of the three methods listed below will be used for hydrogen removal:

1. *Vacuum degassing*
2. *Bloom control cooling*
3. *Rail control cooling*

F. The manufacturer shall record the hydrogen content measured. When requested, the results of the measurements as well as evidence of the procedures used to control the final rail hydrogen shall be submitted to PATH.

2.03 ULTRASONIC TESTING AND INTERIOR CONDITION

A. Rail shall be ultrasonically tested for internal imperfections. Ultrasonic testing shall be done for the full length of rails. Rails of 100RB/100-8 section shall be ultrasonically tested in accordance with ASTM Designation A1-00, Section S2 "Ultrasonic Testing". Rails of 115RE section shall be ultrasonically tested in accordance with AREMA Chapter 4, Part 2, Section 2.1.8 "ULTRASONIC TESTING".

B. The calibration test rails and calibration references shall conform to the requirements of ASTM Designation A1-00, Sections S2.2.2 and S2.2.3.1 for the testing of 100RB/100-8 rail sections and AREMA Chapter 4, Part 2, Sections 2.1.8.c and 2.1.8.d.(1) for the testing of 115RE rail section.

C. For 100RB/100-8 rail sections, any indication equal to or greater than specified under S2.2.3.1, when scanning rail at the production speed, shall be cause for initial rejection. The suspect rail may be retested using manual non-destructive testing techniques before final rejection. The testing criteria for the retesting shall be in accordance with S2.2.3.

D. For 115RE rail, any indication equal to or greater than specified under 2.1.8.d.(1) when scanning rail at the production speed, shall be cause for initial rejection. The suspect rail may be retested using manual non-destructive testing techniques before final rejection. The testing criteria for the retesting shall be in accordance with 2.1.8.d.

E. Rail shall be tested for acceptable interior condition by macroetching. Macroetch testing for 100RB/100-8 rail sections shall be performed in conformance with ASTM Designation A1-00 Section 6 "Interior Condition". The pictorial standards to be used for interior condition evaluation (Section 6.2.2) shall be the same as shown in the AREMA Chapter 4, Part 2, Section 2.1.9.3 "Macroetch Evaluation" and including Sections 2.1.9.3.1 and 2.1.9.3.2 for determining rejectionable conditions. Macroetch testing for 115RE rail section shall be performed in conformance with AREMA Chapter 4, Part 2, Section 2.1.9 "INTERIOR CONDITION/MACROETCH STANDARDS".

2.04 HARDNESS PROPERTIES

A. Standard strength rail for the 100RB/100-8 sections shall have a Brinell Hardness value of 285 (min.). Standard strength rail for the 115RE section shall have a Brinell Hardness value of 300 (min.).

B. High strength rail for 100RB/100-8 sections shall have a Brinell Hardness value of 321 (min.). High strength rail for the 115RE section shall have a Brinell Hardness value of 352 (min.).

C. Hardness properties for 100RB/100-8 sections shall be determined in accordance with the requirements of ASTM Designation A1-00 Section 7 "Hardness Properties" with the test made 3/8" in from the surface on a prepared sample. Hardness properties for the 115RE section shall be determined in accordance with the requirements of AREMA Chapter 4, Part 2, Section 2.1.4.2 "Internal Hardness of High Strength Rail".

D. The manufacturer shall report the test results to PATH with the final Brinell Hardness values for the rail furnished under the purchase order.

E. High strength rails shall be marked by either a metal plate permanently attached to the neutral axis, hot stamped, or in the brand which gives the manufacturer, type and/or method of treatment.

2.05 PHYSICAL PROPERTIES AND PERMISSIBLE VARIATIONS

A. Standard length rails shall be 39 feet and 80 feet, when corrected to a temperature of 60 degrees F. Standard length to be furnished under the purchase order, shall be as specified in the purchase requisition documents.

B. Up to 10 percent of standard length rail of the total tonnage accepted from each individual rolling will be accepted in shorter lengths as follows: for 80 foot rail, permissible short lengths will be 78, 74, 70, 66, 60, and 39 feet. For 39 foot rail, permissible short lengths will be 36, 33, and 30 feet.

C. Rail shall be furnished with drilled ends or with blank ends as specified in the purchase requisition documents. When specified, drilling of rail ends shall conform to the drawings and to the ASTM Designation A1-00 Section 8.3 "Drilling" for 100RB/100-8 sections and AREMA Chapter 4, Part 2, Section 2.1.12 "DRILLING" for 115RE section.

D. Drilled rails of 100RB/100-8 sections shall be end-hardened and chamfered in accordance with ASTM Designation A1-00, Supplementary Section S1 "End Hardening". Drilled rails of 115RE section shall be end-hardened and chamfered in accordance with AREMA Chapter 4, Part 2, Section 2.1.17.1 "End Hardening".

E. Rail of 100RB/100-8 sections shall conform to the drawings and to the ASTM Designation A1-00 Section 8 "Permissible Variations of Dimensions, Weight, and Other Physical Attributes". Rail of 115RE section shall conform to the drawings and to AREMA Chapter 4 Part 2 Section 2.1.5 "SECTION".

F. The manufacturer shall provide appropriate gages for measuring and verifying the rail meets the specifications criteria for permissible variations. The gages for 115RE section shall be as shown in AREMA Chapter 4 Part 2 Section 2.1.20 "APPENDIX 3". Gages for the 100RB/100-8 sections shall be similar in design to the gages specified for the 115RE section but made specifically to measure variations for the individual manufactured section. All gages shall be subject to approval by PATH.

G. When requested, the results of the actual measuring and recording of finished rail variations shall be submitted to PATH.

3.01 BRANDING AND STAMPING

A. Marking of 100RB/100-8 rail sections, including branding and stamping shall conform to ASTM Designation A1-00 Section 14 "Product Marking".

B. Marking of 115RE rail section, including branding and stamping shall conform to AREMA Chapter 4, Part 2 Section 2.1.6 "BRANDING AND STAMPING".

C. The manufacturer shall submit the data and its arrangement of the intended branding and stamping to be used on the rails furnished under the purchase order.

3.02 SURFACE CLASSIFICATION

A. Rails which contain surface imperfections in such number or of such character as will, in the judgment of the PATH representative, render them unfit for recognized uses, shall be rejected.

B. Rails with Hot Marks, Cold Scratches, or Protrusions, in excess of limits specified by AREMA Chapter 4, Part 2, Sections 2.1.10.1 through 2.1.10.3 shall be rejected. These requirements, though specified in AREMA, shall also apply to 100RB/100-8 rail sections supplied under the purchase order.

3.03 WORKMANSHIP, FINISH, AND RESIDUAL STRESS

A. To meet straightness requirements, rails of 100RB/100-8 sections shall be finished in conformance to ASTM Designation A1-00, Section 8.4 "Finish".

B. To meet straightness requirements, rails of 115RE section shall be finished in conformance to AREMA Chapter 4, Part 2, Section 2.1.13 "WORKMANSHIP".

C. Rails shall be tested to evaluate residual stresses that may have been induced through the manufacturing process. Testing for all rail sections furnished including 100RB/100-8 and 115RE shall be in conformance with AREMA Chapter 4, Part 2, Section 2.1.13.2 "Evaluation of Residual Stresses in Rail".

D. When requested, test results and any retests shall be submitted to PATH.

3.04 ACCEPTANCE, LOADING, SHIPPING, MEASUREMENT AND PAYMENT

A. To be accepted, the rails offered must fulfill all the requirements of these specifications. Only A-rails produced under the purchase order will be accepted. In addition, the number of A-rails furnished shall not exceed the percentage of A-rails obtained by the manufacturer's normal ingot practice.

B. Rails shall be handled carefully to avoid damage and shall be loaded with the branding on all rails facing the same direction. Rails of different markings shall not be intermixed in loading, but shall be segregated and loaded head up. When there are not enough rails of one marking for a full vehicle load, smaller groups consisting of tiers, may be loaded onto one vehicle subject to approval by PATH.

C. Rails of 80 feet standard length shall be shipped on bulkhead flat cars only. Gondolas shall not be acceptable for shipping. Rails of 39 feet standard length shall be shipped on bulkhead flat cars but, when so specified by the purchase requisition documents, shall be shipped on flatbed trucks.

D. Rails shall be measured by the number of United States Standard tons furnished in accordance with the specifications. The number of tons shall be calculated based on the nominal weight per yard for the rail section ordered and furnished.

E. Payment will be made at the unit bid price for the number of tons of rail furnished in accordance with the specifications.

END OF SECTION

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY. NJ 07306.*

PO Number/Date
4500061697 / 08/24/2010

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

PURCHASE ORDER

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
270 BROAD STREET
BLOOMFIELD NJ 07003
Telephone# (973) 748-8899
Fax# (973) 748-9243
Your person responsible THOMAS SCHLENDER

Our fax number
212-435-3959
Deliver to Address:
Path
Consolidated Maintenance Shop
Academy Street
Jersey City, New Jersey NJ 07302
Deliver to this address unless a different address is shown below.
Recipient: J. Marrone
Unloading Pt: Consolidated Maint.

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	Pre-Plated Timber Ties. Price is in reference to RFQ #6000097451 dated 8/5/10. Delivery to: Consolidated Maintenance Facility 120 Academy Street, Jersey City, NJ 07302 Attn: Mr. Bob Reich (201) 978-2247 Note: Delivery must be made between the hours of 7:00 AM and 3:00 PM. Contact Mr. Bob Reich 24 hours prior to delivery at for delivery instructions. ATTACHMENTS: "PORT AUTHORITY TRANS-HUDSON CORPORATION SPECIFICATIONS FOR PRE-PLATED TIMBER TIES FOR TUNNEL WORK" dated April 15, 2010 (4 pgs) and drawings no. PTP-100RB entitled "Pandrol Tie Plate - for use with 100RB Rail, WS 74 entitled "Screw Spike - Style S" & WS 061 entitled "Tunnel Timber Ties" is made part of this contract.		
250 EA	Pre-Plated Timber Ties	119.70	29,925.00
	Deliv. date 10/18/2010 Invoices for payment must be sent to:		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

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PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

Page 2 Of 3

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
BLOOMFIELD NJ 07003

PO Number/Date
4500061697 / 08/24/2010

Quantity	Description	Unit Price	Total
	Port Authority Trans-Hudson Corporation One PATH Plaza, 9th Floor Jersey City, New Jersey 07306 *Attention: Jim Marrone* **Freight Terms** FOB DELIVERED **Contact person/Telephone** Shanta Nelson/212-435-3980		

Total Delivered Price In USD 29,925.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from *taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for* tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

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4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.

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6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

PORT AUTHORITY TRANS-HUDSON CORPORATION
SPECIFICATIONS FOR
PRE-PLATED TIMBER TIES FOR TUNNEL WORK

April 15, 2010

1. GENERAL

A. The following specifies requirements for furnishing pre-plated timber ties for use in Tunnel Work to the Port Authority Trans-Hudson Corporation.

B. Timber ties shall be new, 8 feet 3 inches in length, as shown on Drawing No. WS 061, and conform to the AREMA (American Railway Engineering and Maintenance-of-Way Association) Manual, Volume 1, Chapter 30 "TIES," except as modified herein.

C. Tie plates for fastening to timber ties shall be new, of Pandrol design, as shown on Drawing No. PTP-100RB, and conform to the AREMA Manual, Volume 1, Chapter 5 "TRACK," except as modified herein.

D. Screw spikes for fastening plates to ties shall be new, as shown on Drawing No. WS 74, conforming to ASTM Specification A66 and as further specified herein.

E. References to railway, railroad or Railroad Company shall be deemed to mean PATH

2. MATERIAL

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

B. Tie plates shall be new, fabricated from steel made by the basic oxygen, open hearth or electric furnace process. Chemical composition of tie plates shall conform generally to ASTM Specification A67, and as further specified herein.

C. Screw spikes shall be new, and conform to ASTM Specification A66.

3. TIMBER TIES QUALITY AND FABRICATION

A. Ties shall be free from defects that may impair their strength or durability such as decay, splits, shakes, holes, checks, slanting grain, large or numerous holes or knots.

B. Ties shall be straight, well sawed, beveled and cut square at the ends, have bottom and top parallel, and have bark entirely removed.

C. The AREMA Manual Part 3, Section 3.1.1.4 "Inspection", shall govern defect type, size and location for determining acceptability of material.

D. Ties shall be doweled to prevent splitting. Dowels shall be steel; either three or four fluted, 8-3/4 inches long, ½ inch in diameter with 3/8-inch root diameter.

E. Dowels shall be applied to each end of each tie in accordance with AREMA Manual Section 3.1.6 "SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES" and Section 3.1.7 "APPLICATION OF ANTI-SPLITTING DEVICES."

F. Machining for all ties shall be performed in accordance with AREMA Manual Section 3.1.4 "SPECIFICATIONS FOR MACHINING CROSS TIES (1993)."

4. TIMBER TIES DESIGN, CONDITIONING, SEASONING AND TREATMENT

A. Tunnel ties shall be 8 feet 3 inches in length and shall measure 6 inches deep by 9 inches wide in cross section. Ties shall be beveled as shown on Drawing No. WS 061.

B. Thickness, width, and length specified are minimum dimensions for green ties. Dry or treated ties may be one quarter (1/4) inch thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

C. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either by air-drying, Boulton Drying, or vapor drying.

D. The conditioning process shall conform to the AREMA Manual, Part 3, Section 3.6.3 "CONDITIONING PRIOR TO TREATMENT (2002)." The process shall reduce the moisture content of oaks to a level of 50% or less and of the mixed hardwoods to a level of 45% or less.

E. Ties shall be treated with a creosote-coal tar solution in conformance with the AREMA Manual Part 3, Section 3.7.2 "TREATMENT (2002)."

F. Treatment shall provide for a net retention of 7 lbs/cuft minimum.

5. TIE PLATE MANUFACTURE, COMPOSITION, DESIGN AND TESTING

A. Tie plates shall be manufactured in accordance with Article 1.1.2 "MANUFACTURE" of AREMA Manual Chapter 5, Part 1 "Tie Plates".

B. The chemical composition of the tie plate steel shall be within the limits shown in Table 5-1-1 of the AREMA Manual Chapter 5, Part 1, Article 1.1.3 "CHEMICAL COMPOSITION".

C. Tie plate design shall be the Pandrol design for use with "e" series clips, for 100RB rail section, and as shown on Drawing No. PTP-100RB.

D. Testing for analysis and bending properties of the steel shall be performed in accordance with the AREMA Manual Chapter 5, Part 1, Articles 1.1.3.2 and 1.1.4.

E. Tie plates shall be smoothly rolled and free from injurious warp and other imperfections in surface, and projecting fins of metal caused by shearing and punching. Plates shall conform to the dimensions shown on the drawing, subject to the permissible variations shown in Table 5-1-2 of the AREMA Manual.

6. SCREW SPIKE MANUFACTURE AND DESIGN

A. Screw spikes shall be manufactured in accordance with ASTM Specification Standard A66 and as shown on Drawing No. WS 74 for use in Tunnel Track (5-1/8" long, 1" diameter).

7. FASTENING PLATES TO TIES

A. Two plates shall be fastened to each timber tie by utilizing three screw spikes per plate. Two outside (field side) holes and one interior (gage side) hole in each plate shall be used for screw spikes. Plates shall be fastened to ties at such position that will result in a track gage equal to 4'-8 ½"when new 100RB rail is placed in them. The centerline of plates shall coincide with the centerline of ties.

B. All material shall be carefully handled. Use only tools expressly designed for the handling and movement of timber ties. Holes for screw spikes must be pre-drilled using a bit of diameter equal to the root diameter of the screw spike utilized. Holes shall be drilled accurately from and normal to the top surface, which is the widest face farthest from the pith of the tree, whether or not the pith is present in the piece. Ties shall not be drilled through.

C. On each tie, one plate shall be positioned such that the outside shoulder is at a distance of 17" from the end of the tie and the other at the required distance to provide the desired gage. The centerline of plates shall coincide with the centerline of ties. Plates shall be fastened such that the rail will be canted inward (toward the center of the tie) when placed in track. A deviation from true gage of +/-1/8" will be permitted in the completed assembly.

D. Screw spikes shall be driven into the ties through rotary tools expressly designed for screw spike installation. Screw spikes shall not be driven by any type of striking force at any time. Screw spikes shall be driven to bear evenly and firmly on the tie plates but not overdriven. Tie plates shall bear evenly and firmly on the ties.

8. INSPECTION, BANDING AND SHIPPING

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

B. Plated crossties shall be banded in bundles of 20 each. Ties shall be shipped on flatbed trucks for unloading by fork lift or overhead crane.

C. The Manufacturer shall furnish, with each load of ties, a notarized certificate of compliance stating that the ties meet the requirements of these specifications.

9. MEASUREMENT AND PAYMENT

A. Measurement of acceptable material shall be the actual number of each pre-plated timber crossties manufactured and delivered in accordance with the specifications.

B. Payment shall be made for each pre-plated timber tie delivered and accepted in accordance with the specifications, in the amount bid.

C. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vendor at his expense.

END OF SECTION

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PO Number/Date
4500061634 / 08/03/2010

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

PURCHASE ORDER

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
270 BROAD STREET
BLOOMFIELD NJ 07003
Telephone# (973) 748-8899
Fax# (973) 748-9243
Your person responsible THOMAS SCHLENDER

Our fax number
212-435-3959
Deliver to Address:
Journal Square Transp. Center
Port Authority, One Path Plaza
Jersey City NJ 07306
Deliver to this address unless a different address is shown below.
Recipient: E. Perara
Unloading Pt: HCMF/Harrison, NJ

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	Bumping Post. Price is in reference RFQ #6000096907 dated 6/30/10 and Addendum #1 dated 6/21/10. Delivery to: Harrison Car Maintenance Facility Cape May Street. Harrison, NJ 07029 Attn: Mr. Ed Perara (201) 216-6021 ATTACHMENTS: "PART V PORT AUTHORITY TRANS-HUDSON CORPORATION CAPITAL PROJECT MANAGEMENT DIVISION SPECIFICATION FOR BUMPING BLOCK" IS MADE PART OF THIS CONTRACT. NOTE: DELIVERY MUST BE MADE AFTER 9/1/10. THE PORT AUTHORITY WILL NOT ACCEPT DELIVERY PRIOR TO THIS DATE. CONTACT MR. ROBERT REICH 24 HOURS AT 201-216-7219 PRIOR TO DELIVERY FOR INSTRUCTIONS.		
4 EA	Bumping Posts	10,500.00	42,000.00
	Model #BP526, Manufactured by Klose Gmbh. As per attached drawings. Deliv. date 09/01/2010		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

Page 2 Of 3

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
BLOOMFIELD NJ 07003

PO Number/Date
4500061634 / 08/03/2010

Quantity	Description	Unit Price	Total
	INVOICES FOR PAYMENT MUST BE SENT TO: Port Authority Trans-Hudson Corp. One PATH Plaza - 8th floor Jersey City, NJ 07306 Attention: Edward Perara **Freight Terms** FOB DELIVERED **Contact person/Telephone** Shanta Nelson/212-435-3980		

Total Delivered Price In USD 42,000.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

Shanta Nelson for

For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

3. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.

5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.

6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date June 21, 2010

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 21487 for Bumping Posts

☒ Due back on July 6, 2010, no later than 11:00AM

☒ Originally due on June 28, 2010, no later than 11:00AM

The following changes are hereby made in the documents:

The attached drawing is hereby made part of this contract.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

2010 JUN 30 AM 11: 23
PROCUREMENT

BIDDER'S/PROPOSER'S FIRM NAME: MRT Trade & Services Co., Inc.

INITIALED: _____

DATE: 6/22/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SHANTA NELSON, WHO CAN BE REACHED AT (212) 435-3980.

PS11All

PART V
PORT AUTHORITY TRANS-HUDSON CORPORATION
CAPITAL PROJECT MANAGEMENT DIVISION
SPECIFICATION FOR BUMPING BLOCK

Rev. May 18, 2010

1. GENERAL

A. Bumping posts shall be new, furnished with all parts necessary to properly install the post to the track and as further specified herein.

B. Bumping posts shall be designed to transfer impact forces from track vehicles down to the ballast section through the tension and compression members of the post.

C. Bumping posts shall be designed for installation on track with 100RB or 115RE running rail sections and standard track gage of 4 '-8 1/2".

2. MATERIAL AND DESIGN

A. Bumping posts shall be manufactured from steel meeting the requirements of ASTM Designation A 36.

B. The minimum strength requirements for the design and fabrication of the bumping posts shall be able to absorb a train traveling 5 mph and weighing 350,000 pounds

C. In addition to the structural members described above, bumping posts shall be designed with steel members both in front and rear, clamped to the rail base, to help maintain track gage upon a vehicle impact of the bumping post face.

D. Bumping posts shall be designed with a clamping system to fasten the post to the track.

E. Bumping posts shall be furnished with a bumping Head equipped with anti-climbers. Bumping posts shall be designed such that the vertical centerline of the head is at the centerline of the track and the horizontal centerline is 40" above the top of the rail.

F. The post must be able to absorb the energy from the moving train, sliding on the track a maximum of 6 feet. The unit must be able to be reset to its original position with little or no damage to the train, tracks and bumping post.

3. SUBMITTALS

A. Submit catalog-cuts or shop drawings of the proposed bumping post to PATH for approval prior to fabricating the equipment. If revisions/corrections to shop

drawings are required by PATH, the Vendor shall make the changes and resubmit corrected drawings for approval.

4. FABRICATION AND DELIVERY

A. Fabricate bumping posts using current best practices for fabricating, machining and welding. Ensure all parts fit accurately as designed for proper installation and operation of the bumping post.

B. Provide and install a stainless steel tag identifying the model, the year of manufacture, and the manufacturer of the bumping post for each post delivered.

C. Prior to delivery, each bumping post shall be primed and painted with high quality exterior, oil- based paint. The paint color shall be yellow, approved by PATH.

D. 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.

END OF SECTION

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PO Number/Date
4500061637 / 08/03/2010

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

PURCHASE ORDER

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
270 BROAD STREET
BLOOMFIELD NJ 07003
Telephone# (973) 748-8899
Fax# (973) 748-9243
Your person responsible THOMAS SCHLENDER

Our fax number
212-435-3959
Deliver to Address:
Journal Square Transp. Center
Port Authority, One Path Plaza
Jersey City NJ 07306
Deliver to this address unless a different address is shown below.
Recipient: E. Perara
Unloading Pt: HCMF/Harrison, NJ

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	Bumping Post. Price is in reference RFQ #6000096902 dated 6/30/10 and Addendum #1 and #2. Delivery to: Harrison Car Maintenance Facility Cape May Street. Harrison, NJ 07029 Attn: Ed Perara (201) 216-6021 ATTACHMENTS: "PART V PORT AUTHORITY TRANS-HUDSON CORPORATION CAPITAL PROJECT MANAGEMENT DIVISION SPECIFICATION FOR BUMPING BLOCK" AND "PURCHASE ORDER TERMS AND CONDITIONS PA280RFQ TERMS (FTA) PAGES 1 TO 5 WHICH INCLUDES FTA REQUIREMENTS IS MADE PART OF THIS CONTRACT. FTA FUNDED AWARD. NOTE: DELIVERY MUST BE MADE AFTER 9/1/10. THE PORT AUTHORITY WILL NOT ACCEPT DELIVERY PRIOR TO THIS DATE. CONTACT MR. ROBERT REICH AT 201-216-7219 24 HOURS PRIOR TO DELIVERY FOR INSTRUCTIONS.		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

Page 2 Of 3

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
BLOOMFIELD NJ 07003

PO Number/Date
4500061637 / 08/03/2010

Quantity	Description	Unit Price	Total
5 EA	Bumping Post	10,275.00	51,375.00
	Model #BP526, Manufactured by Klose Gmbh. As per attached drawings. Deliv. date 09/01/2010		
	INVOICES FOR PAYMENT MUST BE SENT TO: Port Authority Trans-Hudson Corp. One PATH Plaza - 8th floor Jersey City, NJ 07306 Attention: Edward Perara		
	Freight Terms FOB DELIVERED **Contact person/Telephone** Shanta Nelson/212-435-3980		
	Total Delivered Price In USD		**51,375.00**

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

3. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.

5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.

6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. *Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the* PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

PORT AUTHORITY OF NY & NJ

PURCHASE ORDER TERMS AND CONDITIONS

1. The Port Authority (Authority) reserves the right to request information relating to Seller's (Contractor's) responsibility, experience and capability to perform the work.

2. WARRANTY – The Seller warrants that the supplies or equipment delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this Order for a period of one (1) year from date such supplies or equipment are placed in use.

3. PAYMENT – The Total Delivered price shall include the separate unit and total FOB delivered prices. Payment terms are net thirty (30) days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.

Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

4. CHANGES – Acceptance of Seller's offer will be only by Purchase Order Form signed by the Authority. The Authority may at any time, by a written order, make changes within the general scope of this Purchase Order, 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 Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order 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 Seller of a notification of change: provided, however, that nothing in this section, "CHANGES," shall excuse the Seller from proceeding with the Purchase Order as changed. Except as otherwise provided herein no payment for CHANGES shall be made, unless the Changes and adjustments in price, if any, have been authorized in writing by the Authority.

5. INSPECTION AND ACCEPTANCE – Inspection and acceptance will be conducted at the destination, unless otherwise provided. Any risk of loss will be the Seller's responsibility until such delivery and acceptance made, unless loss results from negligence of the Authority.

6. VARIATION IN QUANTITY – No variation in the quantity of any item called for by this Purchase Order will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Purchase Order, and approved by the Authority.

7. DEFAULT-DELAYS – The Authority may cancel this Purchase Order in whole or in part in the event that Seller fails or refuses to deliver any of the items purchased, within the time provided or otherwise violates any of the conditions of this Purchase Order, or if it becomes evident that the Seller is not conducting the work in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date. In the event the Authority cancels this Purchase Order in whole or in part as herein provided, the Authority may procure, upon such terms and in such manner as the buyer may deem appropriate, materials or services similar to those so cancelled and the Seller shall be liable to the Authority for any excess costs for such similar materials or services; provided, that the Seller shall continue the performance of this Purchase Order to the extent not terminated under the provisions of this article. The rights and remedies of the buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

If the Seller fails to perform in accordance with the terms of this purchase order, the Authority may obtain the goods or services from another Vendor and charge the Seller the difference in price, if any, a reletting cost, if any, plus any other damages to the Authority

8. TERMINATION – The Authority may terminate this Purchase Order, in whole or in part, at any time by written notice to the Seller when it is in the Authority's best interest. The Seller shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination. The Seller shall promptly submit its termination claim to the Authority to be paid to the Seller.

9. FEDERAL, STATE & LOCAL TAXES – Sales to the Authority and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The Seller certifies that there is no federal, state, municipal or any other taxes included in the prices shown hereon.

10. The Authority shall have the absolute right to reject any or all bids or to accept any bids in whole or part and to waive defects in bids.

11. Bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.

12. Upon request, Sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.

13. By signing this bid, the Seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the Authority Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the Authority in determining whether there are integrity issues which would prevent award of the contract to the Seller. The Authority has adopted a policy set forth in full on PA 3764, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/DoingBusinessWith/contractors/pdfs/PA3764A_Bids_Web_7-07.pdf

14. The bidder may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

15. The successful bidder shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

16. PERSONAL NON-LIABILITY - Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Seller with any liability, or held personally liable to the Seller under any term or provision of this proposal/quotation/bid/contract/Purchase Order, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

17. FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS (for purchase orders in excess of $2,500) – The attached cited Federal Acquisition Regulation clauses shall be incorporated herein.

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

1. INCORPORATION OF FEDERAL TERMS – As used herein, the terms "Agreement" or "Contract" shall mean "Purchase Order". This Agreement is anticipated to be partially funded by the Federal Transit Administration, pursuant to the current version of the "United States of America Department of Transportation Federal Transit Administration – Master Agreement for Lower Manhattan Recovery Grants" ("Master Agreement").

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 Seller 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.

Each and every provision required by the FTA to be inserted in this Agreement shall be deemed to be inserted herein 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 Agreement shall remain in full force and effect.

2. FEDERAL CHANGES –The Seller 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, 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 apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by the FTA.

3. NO FEDERAL OBLIGATIONS TO THIRD PARTY – The Authority and the Seller 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 Seller 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

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

(i) The Seller may have access to confidential and/or sensitive Authority information in the course of contract performance. Additionally, the Seller may be provided access to proprietary information obtained from other contracted entities during contract performance. The Seller 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.

(ii) To the extent that the Seller 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 Seller agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal Seller 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 Seller was ineligible to compete.

B. The Contractor, by submitting its bid, agrees 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.
C. If the Authority determines that the Seller 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 Seller to terminate any affiliation or contractual arrangement with an Authority prime Seller or first-tier subSeller at no cost to the Authority; determining the Seller 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. ACCESS TO RECORDS AND REPORTS - The Seller agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Seller which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Seller also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his/her authorized representatives, including any Program Management Oversight, access to the Contractor's records pertaining to the project.

The Seller shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

The Seller agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Seller agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

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

6. CIVIL RIGHTS

A. 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 Seller agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Seller agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - 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 Seller 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 Seller agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 Seller 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 Seller agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Seller 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 Seller 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 Seller agrees to comply with any implementing requirements FTA may issue.

C. The Seller also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

7. CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS – If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Seller herein 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) 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 (1) above to the FTA Administrator and grantee (through the prime Seller in the case of subSeller bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.

c. 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. ENERGY CONSERVATION – The Seller 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. The Seller also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

9. FLY AMERICA – The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance

with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

10. PREFERENCE FOR RECYCLED PRODUCTS – The Seller agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover 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.

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

A. The Seller acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. The Seller 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 Seller 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 Seller to the extent the Federal Government deems appropriate.

B. The Seller 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 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Seller agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

12. CERTIFICATION, DEBARMENT AND SUSPENSION – This contract is a covered transaction for purposes of 2 CFR parts 180 and 1200. As such, the Seller 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 Seller 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 it enters into.

By signing and submitting its bid, the bidder 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 bidder 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 agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. ADA ACCESS REQUIREMENTS - Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq*. and 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.

PART V
PORT AUTHORITY TRANS-HUDSON CORPORATION
CAPITAL PROJECT MANAGEMENT DIVISION
SPECIFICATION FOR BUMPING BLOCK

Rev. May 18, 2010

1. GENERAL

A. Bumping posts shall be new, furnished with all parts necessary to properly install the post to the track and as further specified herein.

B. Bumping posts shall be designed to transfer impact forces from track vehicles down to the ballast section through the tension and compression members of the post.

C. Bumping posts shall be designed for installation on track with 100RB or 115RE running rail sections and standard track gage of 4 '-8 1/2".

2. MATERIAL AND DESIGN

A. Bumping posts shall be manufactured from steel meeting the requirements of ASTM Designation A 36.

B. The minimum strength requirements for the design and fabrication of the bumping posts shall be able to absorb a train traveling 5 mph and weighing 350,000 pounds

C. In addition to the structural members described above, bumping posts shall be designed with steel members both in front and rear, clamped to the rail base, to help maintain track gage upon a vehicle impact of the bumping post face.

D. Bumping posts shall be designed with a clamping system to fasten the post to the track.

E. Bumping posts shall be furnished with a bumping Head equipped with anti-climbers. Bumping posts shall be designed such that the vertical centerline of the head is at the centerline of the track and the horizontal centerline is 40" above the top of the rail.

F. The post must be able to absorb the energy from the moving train, sliding on the track a maximum of 6 feet. The unit must be able to be reset to its original position with little or no damage to the train, tracks and bumping post.

3. SUBMITTALS

A. Submit catalog-cuts or shop drawings of the proposed bumping post to PATH for approval prior to fabricating the equipment. If revisions/corrections to shop

drawings are required by PATH, the Vendor shall make the changes and resubmit corrected drawings for approval.

4. FABRICATION AND DELIVERY

A. Fabricate bumping posts using current best practices for fabricating, machining and welding. Ensure all parts fit accurately as designed for proper installation and operation of the bumping post.

B. Provide and install a stainless steel tag identifying the model, the year of manufacture, and the manufacturer of the bumping post for each post delivered.

C. Prior to delivery, each bumping post shall be primed and painted with high quality exterior, oil- based paint. The paint color shall be yellow, approved by PATH.

D. 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.

END OF SECTION

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date June 17, 2010

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 21484 for Bumping Posts

☒ Due back on June 28, 2010, no later than 11:00

☐ Originally due on , no later than

The following changes are hereby made in the documents:

The attached drawing is hereby made part of this contract.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: MRT Track & Services Co., Inc.

INITIALED:

DATE: 6/22/2010

PROCUREMENT 2010 JUN 30 AM 11:21

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SHANTA NELSON, WHO CAN BE REACHED AT (212) 435-3980.

PS11All

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date June 21, 2010

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 21484 for Bumping Post

☒ Due back on July 6, 2010, no later than 11:00AM

☒ Originally due on June 28, 2010, no later than 11:00AM

The following changes are hereby made in the documents:

Document entitled "PART V PORT AUTHORITY TRANS-HUDSON CORPORATION CAPITAL PROJECT MANAGEMENT DIVISION SPECIFICATION FOR BUMPING BLOCK DATED APRIL 22, 2010" is deleted in its entirety and replaced with document entitled "PART V PORT AUTHORITY TRANS-HUDSON CORPORATION CAPITAL PROJECT MANAGEMENT DIVISION SPECIFICATION FOR BUMPING BLOCK REV. MAY 18, 2010.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

PROCUREMENT 2010 JUN 30 AM 11:21

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: MRT Track & Services Co., Inc.

INITIALED: _____

PS11All

DATE: 6/22/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SHANTA NELSON, WHO CAN BE REACHED AT (212) 435-3980.

PART V
PORT AUTHORITY TRANS-HUDSON CORPORATION
CAPITAL PROJECT MANAGEMENT DIVISION
SPECIFICATION FOR BUMPING BLOCK

Rev. May 18, 2010

1. GENERAL

A. Bumping posts shall be new, furnished with all parts necessary to properly install the post to the track and as further specified herein.

B. Bumping posts shall be designed to transfer impact forces from track vehicles down to the ballast section through the tension and compression members of the post.

C. Bumping posts shall be designed for installation on track with 100RB or 115RE running rail sections and standard track gage of 4 '-8 1/2".

2. MATERIAL AND DESIGN

A. Bumping posts shall be manufactured from steel meeting the requirements of ASTM Designation A 36.

B. The minimum strength requirements for the design and fabrication of the bumping posts shall be able to absorb a train traveling 5 mph and weighing 350,000 pounds

C. In addition to the structural members described above, bumping posts shall be designed with steel members both in front and rear, clamped to the rail base, to help maintain track gage upon a vehicle impact of the bumping post face.

D. Bumping posts shall be designed with a clamping system to fasten the post to the track.

E. Bumping posts shall be furnished with a bumping Head equipped with anti-climbers. Bumping posts shall be designed such that the vertical centerline of the head is at the centerline of the track and the horizontal centerline is 40" above the top of the rail.

F. The post must be able to absorb the energy from the moving train, sliding on the track a maximum of 6 feet. The unit must be able to be reset to its original position with little or no damage to the train, tracks and bumping post.

3. SUBMITTALS

A. Submit catalog-cuts or shop drawings of the proposed bumping post to PATH for approval prior to fabricating the equipment. If revisions/corrections to shop

drawings are required by PATH, the Vendor shall make the changes and resubmit corrected drawings for approval.

4. FABRICATION AND DELIVERY

A. Fabricate bumping posts using current best practices for fabricating, machining and welding. Ensure all parts fit accurately as designed for proper installation and operation of the bumping post.

B. Provide and install a stainless steel tag identifying the model, the year of manufacture, and the manufacturer of the bumping post for each post delivered.

C. Prior to delivery, each bumping post shall be primed and painted with high quality exterior, oil- based paint. The paint color shall be yellow, approved by PATH.

D. 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.

END OF SECTION

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PO Number/Date
4500061529 / 06/28/2010

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

CHANGE TO PURCHASE ORDER

Change Date: 08/31/2010

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
270 BROAD STREET
BLOOMFIELD NJ 07003
Telephone# (973) 748-8899
Fax# (973) 748-9243
Your person responsible THOMAS SCHLENDER

Our fax number
212-435-3959
Deliver to Address:
Journal Square Transp. Center
Port Authority, One Path Plaza
Jersey City NJ 07306
Deliver to this address unless a different address is shown below.
Recipient: E. Perara
Unloading Pt: HCMF/Harrison, NJ

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	Added line 20 per change order per #50029733 dated 8/25/10. Coverboards - Harrison Car Maintenance Faciltity. Price is in reference to Bid Book dated 5/13/10. FTA Funded Award. All terms, conditions, prices are based on the conformed copy of the Contract Book. DELIVERY MUST BE MADE AFTER 9/1/10. THE PORT AUTHORITY WILL NOT ACCEPT DELIVERY PRIOR TO THIS DATE. CONTACT MR. ROBERT REICH AT (201) 216-7219 24 HOURS PRIOR TO DELIVERY FOR INSTRUCTIONS. *** Text changed ***		
200 EA	Coverboard Assembly *** PO quantity changed *** *** Schedule lines changed ***	163.40	32,680.00
200 EA	Coverboard Assembly Supply and delivery coverboard. Assembly to fit 84C Composite Rail, 10 foot lenghts, as per the attached specifications and drawings.	163.40	32,680.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore *certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of* the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY. NJ 07306.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

Page 2 Of 3

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
BLOOMFIELD NJ 07003

PO Number/Date
4500061529 / 06/28/2010

Quantity	Description	Unit Price	Total
	Deliv. date 09/01/2010 *** New item *** INVOICES FOR PAYMENT MUST BE SENT TO: Port Authority Trans-Hudson Corp. One PATH Plaza - 8th floor Jersey City, NJ 07306 Attention: Edward Perara **Freight Terms** FOB DELIVERED **Contact person/Telephone** Shanta Nelson/212-435-3980		

Total Delivered Price In USD 65,360.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore *certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of* the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

3. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.

5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.

6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

THE PORT AUTHORITY OF NY & NJ

June 30, 2010

VIA REGULAR MAIL AND FAX (973) 748-9243

MRT Track & Services
270 Broad Street
Bloomfield, NJ 07003

ATTN: Todd Schweitzer

RE: SUPPLY AND DELIVER COVERBOARD ASSEMBLY TO HARRISON CAR MAINTENANCE FACILITY BID # 21009; PURCHASE ORDER #4500061529

Dear Mr. Chabot:

Your bid, including addenda 1 and 2, addressing the referenced purchase order has been accepted.

Your Facility Contract Administrator is Mr. Joseph Hillen who can be reached at (212) 435-5290. If you have any questions concerning the award of this Purchase Order, please contact Shanta Nelson at (212) 435-3980.

For invoicing and correspondence purposes, Purchase Order #4500061529 has been assigned to this Contract.

Sincerely,

Jane Ceterko

Jane Ceterko
Manager
Purchasing Services Division

One Madison Avenue
New York, NY 10010

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date April 30, 2010

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 21009 for Coverboard Assemblies

☒ Due back on May 10, 2010, no later than 11:00AM

☒ Originally due on May 5, 2010, no later than 11:00AM

The following changes are hereby made in the documents:

The due date of this bid has been EXTENDED until MAY 10, 2010, no later than 11:00am.

Document entitled "PORT AUTHORITY TRANS-HUDSON CORPORATION CONTACT RAIL PROTECTION COVER ASSEMBLIES FOR TRACTION POWER" is hereby made part of the contract.

DRAWING #T-145 is deleted in its entirety and replace with REVISED DRAWING #T-145.

QUESTIONS & ANSWERS
The following information is made available in response to questions submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the bid which will be construed without reference to such questions.

QUESTION #1

Are you requesting pricing for 400 each complete coverboard assembly or are you requesting 400 each of coverboard only?

PS11All

ANSWER #1

SEE ATTACHED DOCUMENT ENTITLED "PORT AUTHORITY TRANS-HUDSON CORPORATION CONTACT RAIL PROTECTION COVER ASSEMBLIES FOR TRACTION POWER"

Question #2

We need to know the following, color, fire and smoke toxicity requirement, does the product get painted, and is there a deflection requirement, and if the product gets painted want type of paint?

ANSWER #2

SEE ATTACHED DOCUMENT ENTITLED "PORT AUTHORITY TRANS-HUDSON CORPORATION CONTACT RAIL PROTECTION COVER ASSEMBLIES FOR TRACTION POWER"

2010 MAY 14 AM 11:37 PROCUREMENT

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: MRT Track + Services

INITIALED: TJS

DATE: 5/13/10

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SHANTA NELSON, WHO CAN BE REACHED AT (212) 435-3980.

PS11AII

PORT AUTHORITY TRANS-HUDSON CORPORATION
CONTACT RAIL PROTECTION COVER ASSEMBLIES FOR TRACTION POWER

REV. 4/30/10

GENERAL

1.01 SUMMARY

A. This section specifies designing, fabricating, testing and furnishing contact rail protection cover assemblies and expansion joint protection cover assemblies

1.02 REFERENCES

A. Codes, regulations, references, standards and specifications:
   1. ASTM -A123
   2. ASTM-A153
   3. ASTM -A313
   4. ASTM -A325
   5. ASTM -B633
   6. ASTM -D149
   7. ASTM -D229
   8. ASTM -D256
   9. ASTM -D570
   10. ASTM -D1499
   11. ASTM -E84
   12. ASTM -G23
   13. MIL-STD-1916

1.03 SYSTEM DESCRIPTION

A. Type A: Is full protection cover for installation in the PATH system, used mostly in yards to fit 84C Composite Third Rail.
B. Shall include the following:
   1. 1 each 10' 0" coverboard
   2. 3 each brackets
   3. 3 each clamps
   4. 12 each Clevis Pin
   5. 12 each Cotter Pin
   6. 3 each Stainless steel, bolt, nut and washer

1.04 SUBMITTALS

A. Submit the following for review in accordance with the Subcontract Documents and with the additional requirements as specified for each:
   1. Shop Drawings:
      a. The Subcontractor shall submit for approval shop drawings showing the design and fabrication of contact rail protection cover assembly.

2. Documentation:
   In accordance with drawings and as follows:
   a. Certification that protection cover assemblies furnished meet or exceed specified requirements.
   b. Detailed engineering data on materials used in manufacture of protection covers.
   c. Fabrication details.
   d. Name of proposed testing laboratory.
   e. Detailed description of Quality Control Program.
   f. Calibration certificates for quality control testing equipment.
   g. Certified test reports. Submit no later than seven days after completion of tests.
   h. Method of packaging. Submit prior to packaging and shipping.
   i. Spare parts lists.

1.05 QUALITY ASSURANCE

A. Testing: Have specified testing performed in accordance with specification and by a nationally recognized testing laboratory at no additional cost to the PATH. Testing shall be performed in the presence of PATH unless otherwise approved by PATH in writing.

1. Material testing: Prior to fabrication, furnish one test specimen for performance of the following tests:
   a. Water absorption test:
      1) Procedure: Test in accordance with ASTM D570.
      2) Acceptance criteria: Maximum absorption rate not exceeding 0.50 percent in 24 hours.
   b. Flammability tests:
      1) Flame resistance:
         a) Procedure: Test in accordance with ASTM D229.
         b) Acceptance criteria: Maximum burning time: ten seconds.
      2) Flame spread:
         a) Procedure: Test in accordance with ASTM E84.
         b) b) Acceptance criteria:
            (1) Flame spread: UL-listed, Class A Incombustible with classification not exceeding 25.
            (2) Chlorine content: Not exceeding that which will emit more than 10 ppm.
   c. Dielectric test:
      1) Procedure: Test in accordance with ASTM 0149, Short Time Method.
      2) Acceptance criteria: Not less than 250 volts per mil.

2. Type testing: Prior to fabrication, furnish five rail protection cover assemblies with brackets set at widest spacing shown, as test specimens for performance of all specified tests on contact rail protection cover assemblies and specified mechanical load tests on expansion joint protection cover assemblies.

   a. Mechanical load test:
      1) Procedure: Perform the following in the order given:

         a) Mount protection cover assembly on length of contact rail or approved equivalent.

         b) Static load test:
            (1) Use 250-pound weight with bottom measuring six inches by twelve inches.
            (2) Place weight on protection cover at point selected by the Contractor.

(3) One cycle consists of applying weight to assembly for 30 seconds, removing it, and reapplying it 60 seconds later.
(4) Test duration: Fifty cycles.

c) Impact resistance test:
(1) Use 250-pound weight with bottom measuring 18 inches square.
(2) Drop weight from height of 18 inches onto portion of protection cover directly above centerline of rail and directly above bracket.
(3) Subsequently, drop weight from height of 18 inches onto point on protection cover midway between two adjacent support brackets.

2) Acceptance criteria:
a) Maximum permissible deflection at centerline of rail: 1-1/2 inches, at all times.
b) No splits, cracks or breaks.
c) Permanent deformation: Not exceeding 1/8 inch.
d) No violation of clearance envelope shown.

b. Insulation resistance test:
1) Procedure:
a) Conduct after mechanical load test.
b) Measure resistance between a point in contact with rail and a point on surface of protection cover assembly with 1,000-volt dc megohm meter.
2) Acceptance criteria:
a) Resistance: 1,000,000 ohms minimum.

c. Longevity test:
1) Procedure:
a) Expose test specimens to light and water in accordance with ASTM G23 and ASTM 01499.
b) Total exposure time: 3,600 hours.
c) With 1,000-volt dc megohm meter, test insulation resistance through thinnest portion of protection cover.
2) Acceptance criteria:
a) No visible evidence of deterioration.
b) Resistance: 1,000,000 ohms minimum.

d. Izod impact strength test:
1) Procedure:
a) Perform after longevity test in accordance with ASTM 0256, Method A.
2) Acceptance criteria:
a) Average izod impact strength: Four foot-pounds per inch of width.

e. Production testing:
1) General requirements:
a) Production testing specified constitutes minimum requirements.
b) All components subject to full or partial testing.
c) Items used for testing not to be included in quantities furnished.
d) All facets of production testing, particularly location of facility and repair, capacity and calibration of test equipment, subject to approval.
e) Provide 14 calendar days prior to scheduled testing dates.

2) Procedure:
   a) Randomly select samples of protection covers and support brackets for testing from production lots as specified by MIL-STO-1916, Table II, Verification Level I for mechanical load and resistance tests specified under type testing.
   b) Subject test specimens to specified mechanical load and resistance rests specified under type testing.
3) Acceptance criteria:
   a) As specified for type testing for mechanical load and resistance.
   b) If any sample from a lot fails testing, the entire lot shall be placed on hold, the lot screened and all nonconforming covers or support brackets disposed. The cause of the non-conformances shall be determined and the Contractor notified of actions taken. Additional screening of the lot may be required by the Contractor prior to acceptance.

PART 2. PRODUCTS

A. Design: Design protection cover assembly to meet the following requirements:
   1. Prevention of accidental contact with energized rail components.
   2. Assurance of unimpeded passage of current collector mounted on transit vehicle.
   3. Resistance to sagging produced by intrinsic weight or external loads and forces.
   4. Ease of dismounting and remounting without disassembly of support bracket. Fasteners to be easily removable and reusable.
   5. Configuration:
      a. Similar to configuration shown.
      b. Cover not to be integral part of support bracket.
      c. Basic geometry of cover, curved, or chorded.
      d. Fabricated in 10-foot lengths.
      e. Continuous and uniform. Gaps at support brackets not exceeding 1/16 inch.
      f. Support brackets at five-foot intervals for Type A protection cover, and as shown.
      g. Arrangement of brackets at expansion joints as shown.
      h. Assembly to lie within clearance envelope shown.
   6. Compatible with the composite contact rail known as 84C Composite Contact Rail.

B. Material: Fabricate protection covers of material meeting the following requirements:
   1. Glass-reinforced plastic.
   2. No separation or warp age under service conditions during 3D-year life expectancy.
   3. Flame spread, flame resistance, chlorine content, water absorption and dielectric strength: In accordance with specified testing.
   4. Outer surface coated with polyurethane paint, 1.5 mils minimum dry film thickness.
   5. Color: Gray, to match specimen provided by the Contractor.

C. Support Brackets: Furnish support brackets meeting the following requirements:
   1. Design: Two-piece consisting of bracket and clamp as shown.
      a. Configuration: Compatible with protection cover and with composite contact rail known as 84C Composite Contact Rail.
   2. Material: Same as that of protection cover.

D. Nuts, Bolts, and Miscellaneous Hardware:
   1. Material
      a. All nuts, bolts, and flat washers shall be manufactured in accordance with ASTM A325.

b. The dimensional data and type hardware for all nuts, bolts and miscellaneous parts shall be recommended by the manufacturer. All steel bolts, nuts, screws and washers shall be galvanized as specified.
c. Spring washers shall be manufactured in accordance with the requirements of ANSI B18.21.1.
d. Hair pin cotter pins shall conform to the requirements of ASTM A313, Stainless Steel 304.

2. Galvanizing:
   a. All parts to be galvanized shall be galvanized after manufacture. Unless otherwise specified, parts to be galvanized shall be coated in accordance with the requirements of ASTM A 123.
   b. Bolts and miscellaneous hardware shown or specified to be galvanized shall be coated in accordance with ASTM A 153 or alternate method in accordance with ASTM B633 Type I SC-2 for threaded items and SC-3 without threads.
   c. Before galvanizing, the finished parts shall be pickled or sandblasted and the scale and adhering impurities removed. The pickling shall be done in properly diluted sulfuric acid, after which the parts shall be thoroughly cleaned in running cold water. Sandblasting shall meet or exceed Steel Structures Painting Council SSPC-SP-6, except that the maximum grit size shall be SAE No. G-18. The parts shall then be immersed in a solution of zinc chloride or hydrochloric acid. Immediately following thorough drying, the parts shall be dipped into the zinc bath before corrosion starts again.

END OF SECTION

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date May 6, 2010

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 21009 for Coverboard Assemblies

☒ Due back on May 14, 2010, no later than 11:00AM

☒ Originally due on May 5, 2010, no later than 11:00AM

The following changes are hereby made in the documents:

The due date of this bid has been EXTENDED until MAY 14, 2010, no later than 11:00am.

PART IV- DELETE PAGE 6 IN ITS ENTIRETY AND REPLACE WITH REVISED PAGE 6 DATED 5/6/10.

QUESTIONS & ANSWERS
The following information is made available in response to questions submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the bid which will be construed without reference to such questions.

QUESTION #1

The cover of the bid booklet and the specification both refer to "coverboard assembly", while the Pricing Sheet refers to "coverboard". Do you want pricing on the assembly as laid out in the spec Section 1.03 A & B?

ANSWER #1
SEE ATTACHED

PS11All

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

2010 MAY 14 AM 11:37

PROCUREMENT

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: MRT Track + Services

INITIALED: TJS

DATE: 5/13/10

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SHANTA NELSON, WHO CAN BE REACHED AT (212) 435-3980.

PS11All

THE PORT AUTHORITY OF NY & NJ

PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FL.
NEW YORK, NY 10010

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: SUPPLY AND DELIVER COVERBOARD ASSEMBLY TO HARRISON CAR MAINTENANCE FACILITY.

BID NO.: 21009

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

BID DUE DATE: MAY 5, 2010 | **TIME: 11:00 AM**
BUYER NAME: SHANTA NELSON | **PHONE NO.: (212) 435-3980**
E-MAIL: snelson@panynj.gov | **FAX#: (212) 435-3959**

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

MRT Track + Services
(NAME OF BIDDING ENTITY)

270 Broad Street
(ADDRESS)

Bloomfield NJ 07003
(CITY, STATE AND ZIP CODE)

Todd Schweitzer — 973-748-8899
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

973-748-9243
(FEDERAL TAX I.D. NO.) (FAX NO.)

X BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): ____

INVITATION FOR BID

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

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PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. 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 firms to receive timely notice of advertisements, reminders, solicitations and Addenda. Bidders may update their vendor profiles or register as Port Authority Vendors by accessing the online registration system at https://panynjprocure.com/VenLogon.asp. Bidders that register, as a Port Authority Vendor by accessing the on-line registration system will be sent an acknowledgement with their assigned Vendor Number.

3. Acknowledgment of Addenda

If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the Addenda form(s). In the event any Bidder fails to conform to

these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged.

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

4. Form and Submission of Bid

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

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

5. Firm Offer

The Bidder offers to provide the Port Authority Trans-Hudson Corporation ("PATH") with the supply and delivery of all items required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein. As used within this Contract, the term "Port Authority" shall mean the Port Authority of New York and New Jersey, acting on behalf of PATH.

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

6. Acceptance or Rejection of Bids

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. 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 items to be supplied, delivered and all other things required to be done by the Bidder/Vendor.

10. Bidder's Prerequisites

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders 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.

11. Qualification Information

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

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

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

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

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

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

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

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder

has furnished information, and the number, if any, assigned by such service to the Bidder's account.

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

c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.

d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."

f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

12. Good Faith Participation

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

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

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

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

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

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

(d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

13. Certification of Recycled Materials

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

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

a. Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".

c. "Pre-consumer Material" shall be defined as 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" shall be defined as 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" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

e. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

14. 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 Contract Terms and Conditions included herein, does not apply to these taxes.

15. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

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

1. Packaging

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

____ Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content

____ Use of other packaging materials that contain recycled content and are recyclable in most local programs

____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return

____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives

____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals.

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

2. Business Practices / Operations / Manufacturing

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

____ Recycles materials in the warehouse or other operations

____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes

____ Use of energy efficient office equipment or signage or the incorporation of green building design elements

____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials

____ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

____ ISO 14000 or adopted some other equivalent environmental management system

____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards

____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

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

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

_____ _____Name _____Date

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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. **Item(s) Required**

   The Vendor shall furnish of 400 each fiberglass coverboard to fit 84C Composite third rail, meeting the requirements further set forth in this Contract and specifications.

   It is intended that the fiberglass covewrboard be manufactured and delivered with all appurtenances set forth in the Specifications.

   Any reference to a specific product in this 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. The Engineer (Edward Perara, One PATH Plaza, 8the Floor, Jersey City, NJ, 07306, 201-216-6021) and his/her successor in duties for purposes of this Contract shall be the sole judge of 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 therefore. If the Vendor fails to deliver a suitable approved equal that is acceptable to PATH, then the Vendor shall supply item as specified herein.

2. **Delivery Location(s)**

   PATH, Harrison Car Maintenance Facility, Foot of Cape May Street, Harrison, NJ, 07029 as more fully described in the definition of "Facility" in the Specifications.

3. **Delivery Date**

   Refer to the delivery schedule located in the clause entitled "Delivery Requirements" in Part III of this Contract.

4. **Contract Type**

   Lump Sum

5. **Specific Bidder's Prerequisites**

   a. The Bidder shall have had at least Five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in supplying and delivering fiberglass coverboard and during that time shall have actually engaged in providing said or such item(s) to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to

the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least Five (5) year(s) of experience immediately prior to the date of the submission of its bid in supplying and delivering fiberglass coverboard and during that time were actually engaged in providing such item(s) 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 item(s) during that time period.

b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least two (2) contract(s) requiring similar item(s) to those required under this Contract.

c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of two (2) times the annual gross income from the type of item(s) required under this Contract.

d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.[im13]

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

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Vendor" hereby offers and agrees to provide all the necessary supervision, personnel, item(s), materials 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 Vendor 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 Vendor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. 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 shall mean the United States of America.

UMTA or FTA - shall 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 - shall mean the United States Department of Transportation.

DCAA - shall mean the Defense Contract Audit Agency.

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

Engineer - means the Chief Engineer of the Authority acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

Investigation - 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.

World Trade Center Construction (WTCC) - shall mean the Port Authority's World Trade Center Construction Department, which is principally responsible for the design and construction of the World Trade Center Site.

Item(s) – shall mean the goods, merchandise, supplies, equipment, services or articles specified.

Manufacturer – shall mean the person or entity who will actually build the specific item to be provided as described herein

3. Delivery Requirements

Delivery shall be FOB delivered, and the Vendor shall bear all cost of freight and insurance for delivery to the Port Authority at the location(s) specified for delivery. All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m. unless otherwise noted in the Specifications. The Vendor 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 Contract Number
    2. A description of each item.
    3. The quantity shipped of each item.
    4. The Vendor's packing slip/invoice number.

B. Shipping cartons shall not contain loose and/or unmarked item(s).
C. The Vendor may deliver partial orders to the Port Authority; such deliveries shall contain a clear description of the item(s) still outstanding or back-ordered and a notification of when the outstanding or back-ordered item(s) will be shipped.

Delivery Schedule

Upon approval of the shop drawings, the Port Authority will accept delivery no later than October 1, 2010, but no earlier than SEPTEMBER 1, 2010

4. Time is of the Essence

The Vendor's obligation for the performance within the time provided for this Contract is of the essence of this Contract. The Vendor guarantees that it can and will complete such supply and delivery 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 Vendor is necessarily delayed in the delivery solely by fault of The Port Authority. Further, the Vendor 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, riot, civil disturbance or any other cause which is beyond the reasonable control of the Vendor as determined by the Engineer.

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

5. Sales or Compensating Use Taxes

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

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

6. Bill of Sale

The Vendor warrants that merchandise is free of liens and other encumbrances. The Vendor 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 Merchandise, free of liens and other encumbrances, upon delivery of all such merchandise to the Port Authority.

7. Invoices

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

a) The starting and ending dates of the delivery; and
b) The Item(s) that have been accepted by the Port Authority and are included as part of the invoice.

All invoices shall be mailed to the address depicted on the Contract.

8. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Vendor and the Vendor 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) provided by the Vendor hereunder, a compensation calculated from the respective prices inserted by the Vendor in the Pricing Sheet(s), forming a part of this Contract. The manner of submission of all bills for payment to the Vendor for Services 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 computation made by the Vendor and all billing and billing procedures shall be done in conformance with the following procedures:

a) Payment shall be made in accordance with the prices for the applicable item(s) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for and non conforming item(s) and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required by the Port Authority.

   Payment will be made within thirty (30) days of Port Authority verification of the invoice, provided that the item(s) have been inspected and accepted by the Port Authority. The invoice must show the Vendor's Federal Tax Identification Number.

b) 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 Vendor 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.

c) In the event an audit of received invoices should indicate that the correct sum due the Vendor for the relevant billing period is less than the amount actually paid by the Port Authority, the Vendor 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 Vendor hereunder.

"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 Vendor'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 Vendor 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 Vendor from any obligations in connection with this Contract.

9. Default - Delays

The Port Authority may cancel this Contract in whole or in part in the event that Vendor fails or refuses to deliver any of the items purchased, within the time provided or otherwise violates any of the conditions of this Contract, or if it becomes evident that the Vendor is not conducting the work in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date. In the event the Port Authority cancels this Contract in whole or in part as herein provided, the Port Authority may procure, upon such terms and in such manner as the Port Authority may deem appropriate, similar item(s) to those so cancelled and the Vendor shall be liable to the Port Authority for any excess costs for such similar item(s); provided, that the Vendor shall continue the performance of this Contract to the extent not terminated under the provisions of this article. The rights and remedies of the Port Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

If the Contractor fails to perform in accordance with the terms of this Contract, the Authority may obtain the goods or services from another Vendor and charge the Contractor the difference in price and a reletting cost.

10. Warranty

Notwithstanding the Specifications forming a part of this Contract, and any inspection or approval of the item(s) by the Port Authority or the existence of any patent or trade name, the Vendor 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 Vendor 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 Vendor demonstrates to the satisfaction of the Engineer have arisen solely from accident, abuse or fault of the Port Authority occurring after acceptance by the Engineer and not due to fault on the Vendor's part, for the period of two (2) years from the date of acceptance. In the event of defects or failures in said equipment, then upon receipt of notice thereof from the Engineer, the Vendor 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, the said warranty being given only for the greater assurance of the Port Authority.

11. Insurance

N/A

12. Materials and Workmanship

All Item(s) shall be manufactured in accordance with the best current practice in the industry and free from defect. All Item(s) shall be, at all times and places, subject to the inspection of the Engineer. Should any Items fail to meet the Engineer's approval, they shall be forthwith made good, replaced or corrected, as the case may be, by the Vendor, at its own expense. All materials shall be new materials.

13. Inspection and Acceptance

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

14. Approval by the Engineer

The approval by the Engineer of any item(s) 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 Vendor from its full responsibility for the satisfactory construction and operation of the item(s). 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).

15. Changes

Acceptance of Vendor's bid will be in the form of an Award Letter 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 Vendor for adjustment under this section must be asserted within thirty

(30) days from the date of receipt by the Vendor of a notification of change: provided, however, that nothing in this section, "CHANGES," shall excuse the Vendor 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.

16. Variance in Quantity

The quantities set forth in the Price Schedule are estimates; actual total quantity purchased may be greater or lower. The Port Authority reserves the right to increase or decrease the quantity of Items called for under this Contract at the Unit Prices specified. The Port Authority may exercise the option to vary the quantity by written notice to the Vendor. Delivery of the additional quantity of Items shall continue at the same rate as the like items called for under the Contract, unless the parties otherwise agree. All items to be added shall be set forth in a Change Order.

17. Termination for Convenience

The Port Authority may terminate this Contract, in whole or in part, at any time by written notice to the Vendor when it is in the Authority's best interest. The Vendor shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination.

18. Contractor Integrity Provisions

By signing this bid, the Vendor certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the Port Authority Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the Port Authority in determining whether there are integrity issues which would prevent award of the contract to the seller. The Port Authority has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a Vendor is not eligible to bid on or be awarded public contracts because the Vendor has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/DoingBusinessWith/contractors/pdfs/PA3764A_Bids_Web_7-07.pdf

19. Attachment A – Federal Transit Administration Requirements - (Attached)

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

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

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 90 days after the date on which the Port Authority opens this bid.

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

PROCUREMENT
2010 MAY 14 AM 11: 36

Bidding Entity MRT Track + Services
Bidder's Address 270 Broad St.
City, State, Zip Bloomfield NJ 07003
Telephone No. 973-748-8899 FAX 973-748-9243
Email todd.schweitzer@mrttrack.com EIN#

SIGNATURE Todd Schweitzer Date 5/13/10
Print Name and Title Todd Schweitzer Sales Rep

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

Todd Schweitzer
Signature of Person Signing Above

ACKNOWLEDGEMENT:

STATE OF: New Jersey
COUNTY OF: Morris

On this 13 day of May, 2010, personally came before me, Lori Dellanno, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

LORI BETH DELLANNO
ID # 2377222
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 06/27/2013

Lori Beth Dellanno
Notary Public

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

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

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

[LSB1]

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)
N.A.		

PROCUREMENT
2010 MAY 14 AM 11:36

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably black where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s).

d. All Bidders are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Estimated Total Delivered Contract Price, as required, based upon the applicable Unit Price 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 Estimated 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

PROCUREMENT

2010 MAY 14 AM 11: 36

Item No.	Description	Estimated Qty	Unit	Unit Price	Total Price
1	Fiberglass coverboard to fit 84C rail	400	each	$163.40	$65,360.0
		X	X	$	$
	ESTIMATED TOTAL DELIVERED CONTRACT PRICE:				$65,360.0

LEAD TIME:
Indicate lead-time necessary for completion of fabrication testing and delivery of equipment (see Part V, paragraph 4 for delivery requirements):

6-8 Weeks after return of approval drawings

Bidder shall certify in the form prescribed below that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete and current.

PLEASE NOTE - QUOTED PRICE INCLUDES ALL ITEMS NEEDED FOR COVERBOARD ASSEMBLY PER PATH DWG T-145 ATTACHED TO THIS BID DOCUMENT.

CERTIFICATE OF CURRENT COST OR PRICING DATA:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to The Port Authority of NY & NJ or to The Port Authority of NY & NJ's representative in support of:

Bid No. [Insert Bid Number] are accurate, complete, and current as of [Insert Date]*.
21009 5/13/10

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and The Port Authority of NY & NJ that are part of the bid.

Firm: MRT Track + Services

Name: Todd Schweitzer

Title: Sales Rep

Date: 5/13/10

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PART V – SPECIFICATIONS

1. Item(s) Required by the Specifications

These Specifications relate generally to the supplying and delivery of 400 each of fiberglass coverboard to fit 84C Composite third rail.

2. Detailed Specifications

As per PATH Drawing T-145, except to fit 84C Composite third rail

ATTACHMENT A

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

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1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

As used herein, the term "Agreement" shall mean "Contract". This Agreement is anticipated to be partially funded by the Federal Transit Administration, pursuant to the current version of the "United States of America Department of Transportation Federal Transit Administration – Master Agreement for Lower Manhattan Recovery Grants" ("Master Agreement").

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.

Each and every provision required by the FTA 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 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

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, 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 apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by the FTA.

3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

A. This Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work

to be performed under the contract may, without some form of restriction on future activities; result in an unfair competitive advantage to the Contractor.

1.) The Contractor shall 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.

B. The Contractor, by submitting its bid or proposal, agrees 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.

C. 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 an Authority prime 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. CERTIFICATION - DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. 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 it enters into.

By signing and submitting its bid or proposal, the proposer 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 proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A. FTA requires that each potential Contractor, for major third party contracts, complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" for itself and its 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 itself and its principals. Copies of the required Certification forms and accompanying instructions are set forth following the clause herein entitled "Integrity Monitor".

B. In the event that the Contractor has certified prior to award that it 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.

C. 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.

D. 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.

E. The originals of any Certifications or correspondence relating hereto shall be sent by the Contractor to the Director of Procurement, One Madison Avenue, 7th Floor, New York, NY 10010.

F. 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.

G. As required by FTA, the Contractor and its 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 its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6. CERTIFICATION - LOBBYING RESTRICTIONS –CONTRACTS EXCEEDING $100,000

A. Definitions as used in this Clause:

1.) "Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1). As used in the Certification set forth following the clause herein entitled "Integrity Monitor" t, it also includes any other public agency.

2.) "Covered Federal action" means any of the following Federal actions:

a. The awarding of any Federal contract;
b. The making of any Federal grant;
c. The making of any Federal loan;
d. The entering into of any cooperative agreement; and
e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. As used in the above referenced Certification, it includes the award of the contract with which it is associated.

3.) "Indian tribe" and "tribal organization" have the meaning provided in Section 4 of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan natives are included under the definitions of Indian tribes in that Act.

4.) "Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employees of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

5.) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an

intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government. It also includes a bi-state agency.

6.) "Officer or employee of an agency" includes the following individuals who are employed by an agency:

a. An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment;
b. A member of the uniformed services as defined in section 101(3), title 37, United States Code;

7.) A special government employee as defined in Section 202, title 18, United States Code;

a. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code Appendix 2; and
b. An employee of a bi-state agency.

8.) "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian Organization with respect to expenditures specifically permitted by other Federal law.

9.) "Reasonable Compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

10.) "Reasonable Payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

11.) "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal Contract. The term excludes an Indian Tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

12.) "Regularly Employed" means, with respect to an officer or employee of a person requesting or receiving a Federal Contract, an officer or employee who is employed by such person for at least one hundred and thirty (130) working days within one (1) year immediately preceding the date of the

submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than one hundred and thirty (130) working days within one (1) year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for one hundred and thirty (130) working days.

13.) "State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-state, regional, or interstate entity having governmental duties and powers.

B. Prohibition

1.) Section 1352 of Title 31, United States Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. For the purposes of the Certification included herein following the clause entitled "Integrity Monitor", it includes the award of the associated contract.

2.) The prohibition does not apply as follows:

a. Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B.1.) of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or the contract associated with the certification if the payment is for agency and legislative liaison activities not directly related to a covered Federal Action.

(ii) For purposes of subparagraph B. 2.) a.(i) of this Section, providing any information specifically requested by an agency or Congress is allowable at any time.

(iii) For purposes of subparagraph B. 2.) a.(i) of this Section, the following agency and legislative liaison activities are allowable at any time only where they are not related to specific solicitation for any covered Federal action.

(a.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sales and service capabilities; and,

(b.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) For purposes of paragraph B. 2)a.(i) of this Section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(a.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(v) Only those activities expressly authorized by subparagraph B. 2)a. of this Section are allowable under subparagraph B. 2)a.

b. Professional and Technical Services by Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract or the contract associated with the certification if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that contract.

(ii) For purposes of subparagraph B. 2.) b. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or

proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subparagraph B. 2.) b. this Section are allowable under subparagraph B. 2.) b.

c. Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

d. Professional and Technical Services by Other than Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. 1.) of this Section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(ii) For purposes of subparagraph B. 2.) d. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(v) Only those services expressly authorized by subparagraph B. 2.) d. of this Section are allowable under subparagraph B. 2.) d.

C. Disclosure

1.) Each person who requests or receives from the Authority a Contract with Federal assistance shall file with the Authority a certification entitled "Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352," as set forth following the clause herein entitled "Integrity Monitor" that the person has not made, and will not make, any payment prohibited by subparagraph B. of this Clause.Each person who requests or receives from the Authority a

Contract with Federal assistance shall file with the Authority a disclosure form entitled "Disclosure of Lobbying Activities Pursuant to 31 U.S.C. 1352" (Standard Form-LLL), as set forth following the clause herein entitled "Integrity Monitor", if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B. of this Clause if paid for with appropriated funds.

2.) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph C.2) of this Section. An event that materially affects the accuracy of the information reported includes:

a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
c. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

3.) Any person who requests or receives from a person referred to in subparagraph C.1) of this Section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

4.) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in subparagraph C.1) of this Section. That person shall forward all disclosure forms to the Authority.

D. Agreement

1.) In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this Clause.

E. Penalties

1.) Any person who makes an expenditure prohibited under subparagraph A of this Clause shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.
2.) Any person who fails to file or amend the disclosure form to be filed or amended if required by the Clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3.) Contractors may rely without liability on the representations made by their Subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this Clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this Clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

7. ACCESS TO RECORDS AND REPORTS

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 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 his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to the project.

The Contractor agrees to provide the Authority, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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 of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

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

8. CIVIL RIGHTS

A. 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1.) Race, Color, Creed, National Origin, Sex - 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, creed, national origin, sex, or age. 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.

C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

9. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Contractor herein 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) 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 (1) above to the FTA Administrator and grantee (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.

C. 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.

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS – CONTRACTS EXCEEDING $2000

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). '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 $2000.

A. Minimum Wages

1.) 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), will 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, if applicable, is attached hereto and made a part hereof (the attachment is the most current determination), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Determinations may change during the term of the Contract, and the wages and fringe benefits required by the most recent determination of the Secretary of Labor are those to be used.

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)(4) 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 29 CFR Part 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 classifications and wage rates conformed under paragraph (A)(2) 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.

2.)

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:

(i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination;

(ii) The classification is utilized in the area by the construction industry;

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

b. 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.

c. 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.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(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.

3.) 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.

4.) 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.

5.)

a. The contracting officer shall require that any class of laborers or mechanics 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 therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. 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, 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.

c. 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 with 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.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(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.

B. Withholding

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 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 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.

C. Payrolls and Basic Records

1.) 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.

2.)

a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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:

(i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(ii) 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;

(iii) 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 C(2)(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.

3.) The Contractor or subcontractor shall make the records required under paragraph C(1) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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.

D. Apprentices and Trainees

1.) 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and

Training 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

2.) 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.

3.) 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.

E. 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.

F. 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 Federal Transit Administration 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.

G. 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.

H. 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.

I. 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility –

1.) 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).

2.) 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).

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

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – CONTRACTS EXCEEDING $100,000

The Contract Work Hours and Safety Standards Act 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) 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.

12. SEISMIC SAFETY

If this is a contract for the construction of new buildings or additions to existing buildings, 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 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.

13. ENERGY CONSERVATION

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. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

14. CLEAN WATER REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.

B. 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.

C. The Contractor also agrees to include the requirements of this Article in all subcontracts exceeding $100,000 issued pursuant to this Contract.

15. CLEAN AIR REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et seq. 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.

B. The Contractor also agrees to include the requirements of this Clause in all subcontracts exceeding $100,000 issued pursuant to this Contract.

16. FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

17. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

A. The Contractor agrees to comply with, and assures the compliance of its 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.

B. 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.

18. PREFERENCE FOR RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover 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.

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

A. 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 U.S. DOT 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.

B. 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 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

To the extent 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 nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

21. ADA ACCESS REQUIREMENTS

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and 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.

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352

The undersigned
Todd Schweitzer
(name of authorized officer)
certifies, to the best of my knowledge and belief, that:

- No Federal 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal 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 13 of May, 2010
By: Todd Schweitzer
Signature of Authorized Official
Todd Schweitzer Sales Representative
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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
X a. contract	X a. bid/offer/application	X a. initial filing
___ b. grant	___ b. initial award	___ b. material change
___ c. cooperative agreement	___ c. post award	
___ d. loan		**For material change only:**
___ e. loan guarantee		Year _____ quarter _____
___ f. loan insurance		Date of last report_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
X Prime ___ Subawardee Tier_____, if Known: **Congressional District, *if known*:**	NONE. **Congressional District, *if known*:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount, *if known*:** $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI)*:	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI)*:
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.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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 followup 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.

Sales Rep 973-749-8899

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,

MRT Track Services, 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 13 of May, 2009.

Todd Schw

BY SIGNATURE OF AUTHORIZED OFFICIAL

Todd Schweitzer Sales Rep

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 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 available remedies including suspension and/or debarment.

THE PORT AUTHORITY OF NY & NJ

May 21, 2010

VIA FAX (973-748-9243)

Todd Schweitzer, Sales Representative
MRT Track & Services
270 Broad Street
Bloomfield, NJ,07003

SUBJECT: **AWARD –COMPOSITE THIRD RAIL, BID NUMBER 20998, PURCHASE ORDER NUMBER 4500061458**

Dear Mr. Schweitzer:

Your bid including Addendum #1 addressed to the above referenced purchase has been accepted. The total purchase price for the above item is $256,241.40.

Please note that delivery cannot be accepted before September 1, 2010 and no later than October 15, 2010

Purchase Order Number 4500061458 has been assigned for payment, invoicing and administrative purposes.

Your facility contact is Mr. Ed Perara who can be reached at (201) 216-6021.

If you have any questions concerning the award of this Contract, please contact Mr. Dennis Kopik at (212) 435-3931.

Very truly yours,

Dennis Kopik
Procurement Contracts Manager
Purchasing Services Division

One Madison Avenue
New York, NY 10010

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: April 27, 2010

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 20998 for Composite Third Rail

☒ Due back on 05/13/10, no later than 11:00AM

☐ Originally due on 05/6/10, no later than 11:00AM

05-13-10A11:16 RCVD

The following changes are hereby made in the documents:
Change bid opening date to May 13, 2010

See attached Part II, Contract Specific Information for Bidders
This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: MRT Track + Services

INITIALED: TJS

DATE: 5/12/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DENNIS KOPIK, WHO CAN BE REACHED AT (212) 435-3931.

PS11A11

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

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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. **Item(s) Required**

   The Vendor shall furnish of 120 each of 84C Composite contact rail, 180 pair of 84C joint bars and 60 each 84C end approaches, meeting the requirements further set forth in this Contract and specifications.

   It is intended that the composite rail be manufactured and delivered with all appurtenances set forth in the Specifications.

   Any reference to a specific product in this 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. The Engineer (Edward Perara, One PATH Plaza, 8the Floor, Jersey City, NJ, 07306, 201-216-6021) and his/her successor in duties for purposes of this Contract shall be the sole judge of 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 therefore. If the Vendor fails to deliver a suitable approved equal that is acceptable to PATH, then the Vendor shall supply item as specified herein.

2. **Delivery Location(s)**

   PATH, Harrison Car Maintenance Facility, Foot of Cape May Street, Harrison, NJ, 07029 as more fully described in the definition of "Facility" in the Specifications.

3. **Delivery Date**

   Refer to the delivery schedule located in the clause entitled "Delivery Requirements" in Part III of this Contract.

4. **Contract Type**

   Lump Sum

5. **Specific Bidder's Prerequisites**

   a. The Bidder shall have had at least Five (5) year(s) year(s) of continuous experience immediately prior to the date of submission of its bid in supplying and delivering composite rail and during that time shall have actually engaged in providing said or such item(s) to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and

controlling the Bidder have had a cumulative total of at least Five (5) year(s)year(s) of experience immediately prior to the date of the submission of its bid in supplying and delivering composite rail and during that time were actually engaged in providing such item(s) 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 item(s) during that time period.

b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least two (2) contract(s) requiring similar item(s) to those required under this Contract.

c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of two (2) times the annual gross income from the type of item(s) required under this Contract.

d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

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

THE PORT AUTHORITY OF NY & NJ

PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FL.
NEW YORK, NY 10010

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: COMPOSITE THIRD RAIL
BID NO.: 20998

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

BID DUE DATE: MAY 6, 2010 **TIME: 11:00 AM**

BUYER NAME: DENNIS KOPIK **PHONE NO.: (212) 435- 3931**
FAX#: (212) 435-3959

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

MRT Track + Services
(NAME OF BIDDING ENTITY)

270 Broad St.
(ADDRESS)

Bloomfield NJ 07003
(CITY, STATE AND ZIP CODE)

Todd Schweitzer Sales Rep 973-807-3627
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

973-748-9243
(FEDERAL TAX I.D. NO.) (FAX NO.)

X BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): ____

Rev. 10/29/2003

INVITATION FOR BID

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

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PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. 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 firms to receive timely notice of advertisements, reminders, solicitations and Addenda. Bidders may update their vendor profiles or register as Port Authority Vendors by accessing the online registration system at https://panynjprocure.com/VenLogon.asp. Bidders that register, as a Port Authority Vendor by accessing the on-line registration system will be sent an acknowledgement with their assigned Vendor Number.

3. Acknowledgment of Addenda

If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the Addenda form(s). In the event any Bidder fails to conform to

these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged.

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

4. Form and Submission of Bid

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

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

5. Firm Offer

The Bidder offers to provide the Port Authority Trans-Hudson Corporation ("PATH") with the supply and delivery of all items required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein. As used within this Contract, the term "Port Authority" shall mean the Port Authority of New York and New Jersey, acting on behalf of PATH.

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

6. Acceptance or Rejection of Bids

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. 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 items to be supplied, delivered and all other things required to be done by the Bidder/Vendor.

10. Bidder's Prerequisites

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders 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.

11. Qualification Information

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

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

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

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

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

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

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

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder

has furnished information, and the number, if any, assigned by such service to the Bidder's account.

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

c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.

d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."

f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

12. Good Faith Participation

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

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

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

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

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

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

(d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

13. Certification of Recycled Materials

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

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

a. Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".

c. "Pre-consumer Material" shall be defined as 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" shall be defined as 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" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

e. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

14. 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 Contract Terms and Conditions included herein, does not apply to these taxes.

15. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

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

1. Packaging

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

____ Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content

____ Use of other packaging materials that contain recycled content and are recyclable in most local programs

____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return

____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives

____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals.

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

2. Business Practices / Operations / Manufacturing

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

____ Recycles materials in the warehouse or other operations

____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes

____ Use of energy efficient office equipment or signage or the incorporation of green building design elements

____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials

____ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

____ ISO 14000 or adopted some other equivalent environmental management system

____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards

____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

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

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

_____ _____Name _____Date

PART III – CONTRACT TERMS AND CONDITIONS, TABLE OF CONTENTS

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Vendor" hereby offers and agrees to provide all the necessary supervision, personnel, item(s), materials 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 Vendor 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 Vendor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. 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 shall mean the United States of America.

UMTA or FTA - shall 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 - shall mean the United States Department of Transportation.

DCAA - shall mean the Defense Contract Audit Agency.

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

Engineer - means the Chief Engineer of the Authority acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

Investigation - 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.

World Trade Center Construction (WTCC) - shall mean the Port Authority's World Trade Center Construction Department, which is principally responsible for the design and construction of the World Trade Center Site.

Item(s) – shall mean the goods, merchandise, supplies, equipment, services or articles specified.

Manufacturer – shall mean the person or entity who will actually build the specific item to be provided as described herein

3. Delivery Requirements

Delivery shall be FOB delivered, and the Vendor shall bear all cost of freight and insurance for delivery to the Port Authority at the location(s) specified for delivery. All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m. unless otherwise noted in the Specifications. The Vendor 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 Contract Number
    2. A description of each item.
    3. The quantity shipped of each item.
    4. The Vendor's packing slip/invoice number.

B. Shipping cartons shall not contain loose and/or unmarked item(s).
C. The Vendor may deliver partial orders to the Port Authority; such deliveries shall contain a clear description of the item(s) still outstanding or back-ordered and a notification of when the outstanding or back-ordered item(s) will be shipped.

Delivery Schedule

AFTER SEPTEMBER 1, 2010 AND BEFORE OCTOBER 15, 2010.

a) The Port Authority requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
[*Contract Specialist insert specific details*]		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
1	120 each	
2	180 pair	
3	60 each	

4. Time is of the Essence

The Vendor's obligation for the performance within the time provided for this Contract is of the essence of this Contract. The Vendor guarantees that it can and will complete such supply and delivery 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 Vendor is necessarily delayed in the delivery solely by fault of The Port Authority. Further, the Vendor 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, riot, civil disturbance or any other cause which is beyond the reasonable control of the Vendor as determined by the Engineer.

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

5. Sales or Compensating Use Taxes

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

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

6. Bill of Sale

The Vendor warrants that merchandise is free of liens and other encumbrances. The Vendor 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 Merchandise, free of liens and other encumbrances, upon delivery of all such merchandise to the Port Authority.

7. Invoices

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

a) The starting and ending dates of the delivery; and
b) The Item(s) that have been accepted by the Port Authority and are included as part of the invoice.

All invoices shall be mailed to the address depicted on the Contract.

8. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Vendor and the Vendor 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) provided by the Vendor hereunder, a compensation calculated from the respective prices inserted by the Vendor in the Pricing Sheet(s), forming a part of this Contract. The manner of submission of all bills for payment to the Vendor for Services 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 computation made by the Vendor and all billing and billing procedures shall be done in conformance with the following procedures:

a) Payment shall be made in accordance with the prices for the applicable item(s) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for and non conforming item(s) and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required by the Port Authority.

   Payment will be made within thirty (30) days of Port Authority verification of the invoice, provided that the item(s) have been inspected and accepted by the Port Authority. The invoice must show the Vendor's Federal Tax Identification Number.

b) 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 Vendor 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.

c) In the event an audit of received invoices should indicate that the correct sum due the Vendor for the relevant billing period is less than the amount actually paid by the Port Authority, the Vendor 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 Vendor hereunder.

"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 Vendor'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 Vendor 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 Vendor from any obligations in connection with this Contract.

9. Default - Delays

The Port Authority may cancel this Contract in whole or in part in the event that Vendor fails or refuses to deliver any of the items purchased, within the time provided or otherwise violates any of the conditions of this Contract, or if it becomes evident that the Vendor is not conducting the work in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date. In the event the Port Authority cancels this Contract in whole or in part as herein provided, the Port Authority may procure, upon such terms and in such manner as the Port Authority may deem appropriate, similar item(s) to those so cancelled and the Vendor shall be liable to the Port Authority for any excess costs for such similar item(s); provided, that the Vendor shall continue the performance of this Contract to the extent not terminated under the provisions of this article. The rights and remedies of the Port Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

If the Contractor fails to perform in accordance with the terms of this Contract, the Authority may obtain the goods or services from another Vendor and charge the Contractor the difference in price and a reletting cost.

10. Warranty

Notwithstanding the Specifications forming a part of this Contract, and any inspection or approval of the item(s) by the Port Authority or the existence of any patent or trade name, the Vendor 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 Vendor 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 Vendor demonstrates to the satisfaction of the Engineer have arisen solely from accident, abuse or fault of the Port Authority occurring after acceptance by the Engineer and not due to fault on the Vendor's part, for the period of two (2) years from the date of acceptance. In the event of defects or failures in said equipment, then upon receipt of notice thereof from the Engineer, the Vendor 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, the said warranty being given only for the greater assurance of the Port Authority.

11. Insurance

N/A

12. Materials and Workmanship

All Item(s) shall be manufactured in accordance with the best current practice in the industry and free from defect. All Item(s) shall be, at all times and places, subject to the inspection of the Engineer. Should any Items fail to meet the Engineer's approval, they shall be forthwith made good, replaced or corrected, as the case may be, by the Vendor, at its own expense. All materials shall be new materials.

13. Inspection and Acceptance

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

14. Approval by the Engineer

The approval by the Engineer of any item(s) 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 Vendor from its full responsibility for the satisfactory construction and operation of the item(s). 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).

15. Changes

Acceptance of Vendor's bid will be in the form of an Award Letter 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 Vendor for adjustment under this section must be asserted within thirty (30) days from the date of receipt by the Vendor of a notification of change: provided, however, that nothing in this section, "CHANGES," shall excuse the Vendor 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.

16. Variance in Quantity

The quantities set forth in the Price Schedule are estimates; actual total quantity purchased may be greater or lower. The Port Authority reserves the right to increase or decrease the quantity of Items called for under this Contract at the Unit Prices specified. The Port Authority may exercise the option to vary the quantity by written notice to the Vendor. Delivery of the additional quantity of Items shall continue at the same rate as the like items called for under the Contract, unless the parties otherwise agree. All items to be added shall be set forth in a Change Order.

17. Termination for Convenience

The Port Authority may terminate this Contract, in whole or in part, at any time by written notice to the Vendor when it is in the Authority's best interest. The Vendor shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination.

18. Contractor Integrity Provisions

By signing this bid, the Vendor certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the Port Authority Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the Port Authority in determining whether there are integrity issues which would prevent award of the contract to the seller. The Port Authority has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a Vendor is not eligible to bid on or be awarded public contracts because the Vendor has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/DoingBusinessWith/contractors/pdfs/PA3764A_Bids_Web_7-07.pdf

19. Attachment A – Federal Transit Administration Requirements - (Attached)

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

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2. NAME AND RESIDENCE OF PRINCIPALS SHEET 4
3. PRICING SHEET(S) 5
   Entry of Prices 5
   Pricing Sheet 6

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

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 90 days after the date on which the Port Authority opens this bid.

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

Bidding Entity MRT Track Services

Bidder's Address 270 Broad St.

City, State, Zip Bloomfield NJ 07003

Telephone No. 973-748-8899 FAX 973-748-9243

Email todd.schweitzer@MRTrack.com EIN#

05-13-10 11:10 AM

SIGNATURE Todd Schweitzer Date 5/12/10

Print Name and Title Todd Schweitzer

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

Todd Schweitzer
Signature of Person Signing Above

ACKNOWLEDGEMENT:

STATE OF: New Jersey

COUNTY OF: Morris

On this 12 day of May 2010, personally came before me, Lori Dellanno who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

LORI BETH DELLANNO
ID # 2377222
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/26/2013

Lori Beth Dellanno
Notary Public

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

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

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

[LSB1]

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)
N.A.		

05-13-10A11:16 RCVD

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably black where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s).

d. All Bidders are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Estimated Total Delivered Contract Price, as required, based upon the applicable Unit Price 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 Estimated 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

Item No.	Description	Estimated Qty	Unit	Unit Price	Total Price
1	84C Composite Third Rail	120	each	$1,762.41	$211,489.2
2	84C Third Rail Joint Bars	180	pair	$60.29	$10,852.20
3	84C Composite Rail End Approach	60	each	$ 565	$ 33,900
	TOTAL DELIVERED CONTRACT PRICE:				$

$256,241.4

LEAD TIME:
Indicate lead-time necessary for completion of fabrication testing and delivery of equipment (see Part V, paragraph 4 for delivery requirements):

10 Weeks after return of approval drawings

Bidder shall certify in the form prescribed below that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete and current.

RCVD

CERTIFICATE OF CURRENT COST OR PRICING DATA:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to The Port Authority of NY & NJ or to The Port Authority of NY & NJ's representative in support of:

Bid No. [Insert Bid Number] are accurate, complete, and current as of [Insert Date]*.
20998 MAY 13, 2010

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and The Port Authority of NY & NJ that are part of the bid.

Firm: MBT Truck + Services

Name: Todd Schweitzer

Title: Sales Rep

Date: 5/12/2010

05-13-10A11:16 RCVD

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
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PART V – SPECIFICATIONS

1. Item(s) Required by the Specifications

These Specifications relate generally to the supplying and delivery of 120 each of 84C Composite contact rail, 180 pair of 84C joint bars and 60 each 84C end approaches, meeting the requirements further set forth in this Contract and specifications.

2. Detailed Specifications

Revised: 1 Nov. 2006.

PART 1- GENERAL

1.01 DESCRIPTION

A. This Section specifies furnishing all labor, materials, and equipment for the manufacture, fabrication, testing, and delivery of bi-metallic composite contact rail and end approaches for the Port Authority Trans-Hudson Corporation.

B. Bi-metallic composite contact rail and end approaches shall be manufactured from steel base rail of 84C Section clad with equal amounts of aluminum extrusion on each side of the web, as shown in the Drawings and as specified.

1.02 REFERENCES

A. The following is a list of publications referred to in this Section:

1. American National Standards Institute ANSI/ASQC Standard C-1, Specification of General Requirements for a Quality Manual, latest revision.

2. American Society for Testing and Materials (ASTM), latest versions:

a. ASTM B317 -00 Standard Specification for Aluminum-Alloy Extruded Bar, Rod, Tube, Pipe, and Structural Profiles for Electrical Purposes (Bus Conductor)

1.03 SUBMITTALS

A. Before the start of manufacturing bi-metallic composite contact rail and end approaches submit to the Engineer for approval Shop Drawings and other data including design calculations and catalogue cuts required by the Specifications or necessary to adequately perform the work.

B. Shop Drawings shall show the general arrangement and such details as are necessary to provide a comprehensive description of the Bi-metallic composite contact rail and end approaches.

C. Catalogue cuts shall describe the bi-metallic composite contact rail interface and butt end coating materials.

D. Furnish Shop Drawings on sheets measuring 22 inches by 34 inches.

E. Furnish design calculations and other required data on standard 8-1/2 by II-inch sheets printed on one side only.

F. Before the start of manufacturing bi-metallic composite contact rail and end approaches submit to the Engineer for approval not less than two identical samples of the bi-metallic composite contact rail, measuring a minimum of one foot long. Label each sample indicating:
   1. Purchase Order number.
   2. Name of Vendor.
   3. Material or equipment represented.
   4. Source.
   5. Name of producer and brand.
   6. Reference specification section and article numbers.
   7. Mill certification for the steel base rail.
   8. Foundry certification for the aluminum extrusions.

1.04 QUALITY CONTROL

A. Establish a Quality Control Program regulating methods, procedures, and processes to ensure compliance with standards of quality required by this Specification. The Quality Control Program will be subject to audit for conformance. The program shall be in accordance with the current ANSI/ ASQC Standard C-1.

B. Records of all inspection and testing by the manufacturer shall be kept complete and available to the Engineer for review during the performance of the work and for longer periods required by this Specification.

C. If the bi-metallic composite contact rail and end approaches manufacturer does not normally prepare materials in its own plant(s) it is acceptable to have proprietary materials prepared at another non-owned facility. This facility shall be subject to the same Quality Assurance procedures and

systems the manufacturer uses in its own facilities and shall be subject to audit by the Engineer.

D. The bi-metallic composite contact rail and end approaches manufacturer will be permitted to conduct testing in-house if the manufacturer's laboratory and testing facility is certified to National Institute of Standards and Technology (NIST) standards.

E. Products and materials incorporated into the bi-metallic composite contact rail and end approaches will be subject to inspection by the Engineer at the Vendor's facilities, the place of manufacture, the shipping point, and at the shipping destination.

F. Give the Engineer a minimum of 14 days notice prior to the start of fabrication of bi-metallic composite contact rail and end approaches to make arrangements for inspections. Notice shall include the name and address of the fabrication facility and the name and telephone number of the individual at the facility to be contacted.

G. Inspection and testing by the Engineer will be performed in such a manner as not to unduly delay the work.

H. Give the Engineer sufficient notice of when any testing is proposed in order to have the option of witnessing the tests. Provide the Engineer free entry at all times to the place of manufacture while work on this Order is being performed.

I. Whether or not the Engineer inspects or tests any materials, the Vendor will not be relieved from any responsibility regarding defects or other failures to meet the requirements of the specifications, nor will such inspection or testing be considered as a guarantee of acceptance of any material which may be delivered later.

PART 2-PRODUCTS

2.01 BI -METALLIC COMPOSITE CONTACT RAIL

A. Bi-metallic composite contact rail and end approaches shall consist of 84C section steel base rail with aluminum extrusions fastened on both sides of the web manufactured by Atlantic Track & Turnout Co., 270 Broad Street, Bloomfield, New Jersey 07003, or approved equal.

B. 84C steel base rail and aluminum extrusions shall be fastened together at intervals not to exceed 18 inches

C. The bi-metallic composite contact rail fastening system shall maintain the aluminum extrusions and the steel base rail in intimate, stable electrical

contact over a temperature range of -25 degrees F to 220 degrees F. Thermal expansion or contraction within this temperature range shall not exceed yield points of any of the composite rail or fastener components.

D. If the bi-metallic composite contact rail fastening system is to be a tension lock type, it shall be Huck Bolt and Collar, all galvanized, or approved equal.

2.02 STEEL BASE RAIL

A. Steel base rail for bi-metallic composite contact rail and end approaches shall be 84C section manufactured by Steel of West Virginia, Inc., 17th Street and 2nd Avenue, Huntingdon, West Virginia 25703, or approved equal.

B. 84C Section steel base rail shall be new No.1 rail free of all injurious imperfections.

C. Chemical composition of steel base rail shall be:

1.	Carbon:	0.64 to 0.77 percent
2.	Manganese:	0.60 to 0.90 percent
3.	Phosphorus:	0.04 percent, maximum
4.	Sulfur:	0.05 percent, maximum
5.	Silicon:	0.10 to 0.35 percent
6.	Copper:	0.50 percent, maximum

D. Brinell hardness of steel base rail shall be 220 or higher.

E. Marking and stamping on the web of steel base rail will not be allowed.

F. Control cooling of steel base rail will not be required.

G. Steel base rail shall be free of shatter cracks.

H. Steel base rails shall be 39 feet in length when measured at a temperature of 60 degrees F with a tolerance of plus 1/2-inch.

I. Steel base rail shall have an upsweep limited to 3/4-inch in 39 feet with no down sweep allowed and a deviation from straightness of less than 1/8- inch in 10 feet.

J. All rails after finishing shall be smooth on heads and bases, straight in line and in surface, without twists, kinks or waves.

2.03 ALUMINUM EXTRUSION

A. Aluminum extrusion shall be of uniform dimension and shall be a high mechanical strength/high electrical conductivity 6101-T6 alloy conforming to ASTM B317 .

B. Aluminum extrusions shall be so formed as to:
   1. Discourage water ingress to the interface between the aluminum extrusion and the steel base rail.
   2. Permit intimate contact with web of the steel base rail or with the fillets of the head and the base of the steel base rail and assure a positive electrical connection for current flow between the steel base and aluminum extrusion.
   3. Permit standard rail tongs to grasp the head of the composite rail for lifting the composite rail without damage to the aluminum extrusion.
   4. Provide adequate cross sectional area to meet the specified electrical requirements.

2.04 ELECTRICAL REQUIREMENTS

A. Composite contact rail shall be a low-resistance conductor with a resistance not greater than 0.002 ohms per 1,000 feet at 20 degrees C. The current distribution between the steel and the aluminum shall be inversely proportional to their respective resistivities.

B. Composite contact rail shall be able to withstand a fault current of 200,000 amps DC for 100 milliseconds with no mechanical or thermal damage.

C. Composite contact rail shall be capable of carrying a minimum of 5,000 amps continuous current without exceeding a temperature rise of 40 degrees C above 40 degrees C ambient in still air.

2.05 END APPROACHES

A. Contact rail end approach shall consist of sections of the steel base rail as shown in the Drawings and as specified, cut and welded to provide a smooth transition for the collector shoe onto the composite contact rail.

B. End approaches shall be supplied in 7-foot 6-inch lengths, or to length shown on the Drawings.

C. The mating end of each end approach shall be drilled as shown in the Drawings.

D. The mating end of each end approach shall be provided with sufficient lengths of aluminum extrusion fastened to the web to allow the attachment of a splice joint assembly.

2.06 RUST INHIBITING COATINGS

A. Bi-metallic composite contact rail interface coating shall be NO-OX-ill Type A-Special manufactured by Sanchem, Inc., 1600 S. Canal Street, Chicago, Illinois 60616, or approved equal.

B. Bi-metallic composite contact rail butt end butt coating shall be NO-OX-ill Type A manufactured by Sanchem, Inc., 1600 S. Canal Street, Chicago, Illinois 60616, or approved equal.

PART 3 -EXECUTION

3.01 STEEL BASE RAIL

A. Steel base rail shall be sandblasted its entire length on both sides prior to application of aluminum extrusions. The surfaces of the steel base rail that mate with the aluminum extrusion shall be cleaned to a bright finish, free of all rust and scale. This operation must be perfoffiled no more than 12 hours prior to assembly.

B. All steel base rail interface surfaces shall be liberally coated with NO-OX- ill Type A-Special oxide inhibiting compound.

3.02 PUNCHING AND DRILLING

A. Bi-metallic composite contact rail and end approaches shall be drilled and punched as shown in the Drawings and as specified.

B. Punching of fastener holes in the steel base rail and aluminum extrusions, except for the splice plate holes at each end of each composite contact rail length, will be peffilitted under the following conditions:
   1. The manufacturer shall demonstrate that the punching operation will have no detrimental effect on aluminum extrusion to steel base rail contact resistance.
   2. The manufacturer shall demonstrate that the punching operation will cause no detrimental deformation of the aluminum extrusion at the interface with the steel base rail that will interfere with proper functioning of any part of the fastening system or encourage ingress of water.

C. Splice plate holes at the end of each composite contact rail length shall be drilled after assembly of the aluminum extrusions to the base rail to assure exact alignment of the holes.

D. The manufacturer shall prove exact alignment of the splice plate holes by pushing through each hole a mandrill of diameter no more than 0.005 inches smaller than the hole diameter and certify that this test was successful on all rail lengths shipped.

E. Punching or drilling of the composite rail sections after assembly of the aluminum extrusion to the base rail will not be permitted.

3.03 BUTT END COATING

A. After completion of drilling the splice plate holes, completely fill holes and coat the bi-metallic composite contact rail butt ends with NO-OX-ill Type A oxide inhibiting compound.

3.04 TESTING

A. Prior to shipment of any bi-metallic composite contact rail test two pieces of fully assembled contact rail, each piece not less than 4 feet in length, to demonstrate adequacy and stability of electrical contact between the aluminum extrusions and the steel base rail.

B. The test procedure on each test piece of bi-metallic composite contact rail shall be as follows:
   1. At a constant ambient temperature accurately measure the electrical resistance of the full length of the test piece.
   2. Lower the rail temperature to -25 degrees F for 30 minutes and measure the electrical resistance of the test piece.
   3. Raise the rail temperature to 220 degrees F for 30 minutes and measure the electrical resistance of the test piece.
   4. Separate chambers shall be used for the extreme temperature conditions. The air temperature of the two chambers shall be held at each of the extreme temperatures by means of circulation and sufficient hot or cold-chamber thermal capacity so that the ambient temperature shall reach the specified temperature within 2 minutes after specimens have been transferred to the appropriate chamber.
   5. This procedure shall be repeated for a minimum of 1 0 cycles.

C. If any measurement of electrical resistance on either of the two test pieces does not conform to the specified electrical requirements adjusted for temperature the Vendor shall provide two additional test pieces and perform the full test procedure on each of them.

D. If a second measurement of electrical resistance on any test piece does not conform to the specified electrical requirements adjusted for

temperature the entire lot of manufactured bi-metallic composite contact rail will be rejected.

E. Submit to the Engineer for approval a written proposal for modifying the design or manufacturing process to meet the specified requirements.

F. Prior to shipment of any modified bi-metallic composite contact rail test two pieces of fully assembled contact rail, each piece not less than 4 feet in length, in accordance with the above test procedure

G. Three certified copies of all tests, including original data calculations and interpretation of results, shall be furnished to the Engineer.

3.05 MARKING

A. Each length of composite contact rail and each end approach shall have the manufacturer identification and date of manufacture (month and year) permanently die stamped on the outer face of the aluminum extrusion outside of the splice joint area.

3.06 DELIVERY, HANDLING AND STORAGE

A. Composite contact rails shall be loaded with heads up with all Huck collars facing the same direction and with a minimum of five 2-inch x 6-inch common stock wood separators placed between tiers. The wood separators shall be placed 5 feet from the each end, at the center, and the equidistant between the center and end separators of each composite contact rail length.

B. Composite contact rail shall arrive at destination in the same condition as when loaded at the manufacturer's plant.

C. End approaches shall be banded with I-inch steel banding on wooden pallets with separators between tiers. Pallets shall have only two tiers.

E. End approaches shall arrive at destination in the same condition as when loaded at the manufacturer's plant.

3. END OF SECTION CO5653

ATTACHMENT A

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

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1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

As used herein, the term "Agreement" shall mean "Contract". This Agreement is anticipated to be partially funded by the Federal Transit Administration, pursuant to the current version of the "United States of America Department of Transportation Federal Transit Administration – Master Agreement for Lower Manhattan Recovery Grants" ("Master Agreement").

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.

Each and every provision required by the FTA 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 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

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, 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 apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by the FTA.

3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

A. This Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work

to be performed under the contract may, without some form of restriction on future activities; result in an unfair competitive advantage to the Contractor.

1.) The Contractor shall 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.

B. The Contractor, by submitting its bid or proposal, agrees 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.

C. 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 an Authority prime 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. CERTIFICATION - DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. 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 it enters into.

By signing and submitting its bid or proposal, the proposer 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 proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A. FTA requires that each potential Contractor, for major third party contracts, complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" for itself and its 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 itself and its principals. Copies of the required Certification forms and accompanying instructions are set forth following the clause herein entitled "Integrity Monitor".

B. In the event that the Contractor has certified prior to award that it 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.

C. 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.

D. 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.

E. The originals of any Certifications or correspondence relating hereto shall be sent by the Contractor to the Director of Procurement, One Madison Avenue, 7th Floor, New York, NY 10010.

F. 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.

G. As required by FTA, the Contractor and its 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 its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6. CERTIFICATION - LOBBYING RESTRICTIONS –CONTRACTS EXCEEDING $100,000

A. Definitions as used in this Clause:

1.) "Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1). As used in the Certification set forth following the clause herein entitled "Integrity Monitor" t, it also includes any other public agency.

2.) "Covered Federal action" means any of the following Federal actions:

a. The awarding of any Federal contract;
b. The making of any Federal grant;
c. The making of any Federal loan;
d. The entering into of any cooperative agreement; and
e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. As used in the above referenced Certification, it includes the award of the contract with which it is associated.

3.) "Indian tribe" and "tribal organization" have the meaning provided in Section 4 of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan natives are included under the definitions of Indian tribes in that Act.

4.) "Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employees of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

5.) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an

intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government. It also includes a bi-state agency.

6.) "Officer or employee of an agency" includes the following individuals who are employed by an agency:

a. An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment;
b. A member of the uniformed services as defined in section 101(3), title 37, United States Code;

7.) A special government employee as defined in Section 202, title 18, United States Code;

a. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code Appendix 2; and
b. An employee of a bi-state agency.

8.) "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian Organization with respect to expenditures specifically permitted by other Federal law.

9.) "Reasonable Compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

10.) "Reasonable Payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

11.) "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal Contract. The term excludes an Indian Tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

12.) "Regularly Employed" means, with respect to an officer or employee of a person requesting or receiving a Federal Contract, an officer or employee who is employed by such person for at least one hundred and thirty (130) working days within one (1) year immediately preceding the date of the

submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than one hundred and thirty (130) working days within one (1) year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for one hundred and thirty (130) working days.

13.) "State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-state, regional, or interstate entity having governmental duties and powers.

B. Prohibition

1.) Section 1352 of Title 31, United States Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. For the purposes of the Certification included herein following the clause entitled "Integrity Monitor", it includes the award of the associated contract.

2.) The prohibition does not apply as follows:

a. Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B.1.) of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or the contract associated with the certification if the payment is for agency and legislative liaison activities not directly related to a covered Federal Action.

(ii) For purposes of subparagraph B. 2.) a.(i) of this Section, providing any information specifically requested by an agency or Congress is allowable at any time.

(iii) For purposes of subparagraph B. 2.) a.(i) of this Section, the following agency and legislative liaison activities are allowable at any time only where they are not related to specific solicitation for any covered Federal action.

(a.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sales and service capabilities; and,

(b.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) For purposes of paragraph B. 2)a.(i) of this Section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(a.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(v) Only those activities expressly authorized by subparagraph B. 2)a. of this Section are allowable under subparagraph B. 2)a.

b. Professional and Technical Services by Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract or the contract associated with the certification if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that contract.

(ii) For purposes of subparagraph B. 2.) b. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or

proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subparagraph B. 2.) b. this Section are allowable under subparagraph B. 2.) b.

c. Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

d. Professional and Technical Services by Other than Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. 1.) of this Section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(ii) For purposes of subparagraph B. 2.) d. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(v) Only those services expressly authorized by subparagraph B. 2.) d. of this Section are allowable under subparagraph B. 2.) d.

C. Disclosure

1.) Each person who requests or receives from the Authority a Contract with Federal assistance shall file with the Authority a certification entitled "Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352," as set forth following the clause herein entitled "Integrity Monitor" that the person has not made, and will not make, any payment prohibited by subparagraph B. of this Clause.Each person who requests or receives from the Authority a

Contract with Federal assistance shall file with the Authority a disclosure form entitled "Disclosure of Lobbying Activities Pursuant to 31 U.S.C. 1352" (Standard Form-LLL), as set forth following the clause herein entitled "Integrity Monitor", if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B. of this Clause if paid for with appropriated funds.

2.) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph C.2) of this Section. An event that materially affects the accuracy of the information reported includes:

a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
c. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

3.) Any person who requests or receives from a person referred to in subparagraph C.1) of this Section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

4.) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in subparagraph C.1) of this Section. That person shall forward all disclosure forms to the Authority.

D. Agreement

1.) In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this Clause.

E. Penalties

1.) Any person who makes an expenditure prohibited under subparagraph A of this Clause shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.
2.) Any person who fails to file or amend the disclosure form to be filed or amended if required by the Clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3.) Contractors may rely without liability on the representations made by their Subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this Clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this Clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

7. ACCESS TO RECORDS AND REPORTS

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 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 his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to the project.

The Contractor agrees to provide the Authority, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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 of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

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

8. CIVIL RIGHTS

A. 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1.) Race, Color, Creed, National Origin, Sex - 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, creed, national origin, sex, or age. 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.

C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

9. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Contractor herein 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) 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 (1) above to the FTA Administrator and grantee (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.

C. 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.

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS – CONTRACTS EXCEEDING $2000

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). '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 $2000.

A. Minimum Wages

1.) 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), will 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, if applicable, is attached hereto and made a part hereof (the attachment is the most current determination), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Determinations may change during the term of the Contract, and the wages and fringe benefits required by the most recent determination of the Secretary of Labor are those to be used.

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)(4) 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 29 CFR Part 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 classifications and wage rates conformed under paragraph (A)(2) 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.

2.)

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:

(i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination;

(ii) The classification is utilized in the area by the construction industry;

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

b. 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.

c. 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.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(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.

3.) 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.

4.) 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.

5.)

a. The contracting officer shall require that any class of laborers or mechanics 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 therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. 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, 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.

c. 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 with 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.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(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.

B. Withholding

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 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 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.

C. Payrolls and Basic Records

1.) 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.

2.)

a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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:

(i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(ii) 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;

(iii) 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 C(2)(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.

3.) The Contractor or subcontractor shall make the records required under paragraph C(1) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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.

D. Apprentices and Trainees

1.) 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and

Training 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

2.) 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.

3.) 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.

E. 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.

F. 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 Federal Transit Administration 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.

G. 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.

H. 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.

I. 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility –

1.) 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).

2.) 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).

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

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – CONTRACTS EXCEEDING $100,000

The Contract Work Hours and Safety Standards Act 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) 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.

12. SEISMIC SAFETY

If this is a contract for the construction of new buildings or additions to existing buildings, 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 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.

13. ENERGY CONSERVATION

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. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

14. CLEAN WATER REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.

B. 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.

C. The Contractor also agrees to include the requirements of this Article in all subcontracts exceeding $100,000 issued pursuant to this Contract.

15. CLEAN AIR REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et seq. 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.

B. The Contractor also agrees to include the requirements of this Clause in all subcontracts exceeding $100,000 issued pursuant to this Contract.

16. FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

17. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

A. The Contractor agrees to comply with, and assures the compliance of its 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.

B. 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.

18. PREFERENCE FOR RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover 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.

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

A. 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 U.S. DOT 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.

B. 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 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

To the extent 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 nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

21. ADA ACCESS REQUIREMENTS

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and 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.

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352

The undersigned

_____

(name of authorized officer)

certifies, to the best of my knowledge and belief, that:

- No Federal 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal 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 _____, 2010

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
X a. contract	X a. bid/offer/application	X a. initial filing
___ b. grant	___ b. initial award	___ b. material change
___ c. cooperative agreement	___ c. post award	
___ d. loan		**For material change only:**
___ e. loan guarantee		Year _____ quarter _____
___ f. loan insurance		Date of last report _____

4. **Name and Address of Reporting Entity:** X Prime ___ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	5. **If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. **Federal Department/Agency:** NONE	7. **Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. **Federal Action Number,** *if known:*	9. **Award Amount,** *if known:* $
10. a. **Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
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.**	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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 followup 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,

MBT Track + Services, 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 12 of May, 2009.

BY SIGNATURE OF AUTHORIZED OFFICIAL

Todd Schweitzer Sales Rep

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 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 available remedies including suspension and/or debarment.

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.*

PO Number/Date
4500061475 / 05/28/2010

PORT AUTHORITY TRANS-HUDSON CORPORATION
2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

CHANGE TO PURCHASE ORDER

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
270 BROAD STREET
PO BOX 1589
BLOOMFIELD NJ 07003
Telephone# (973) 748-8899
Fax# (973) 748-9243
Your person responsible THOMAS SCHLENDER

Change Date: 03/05/2012
Our fax number
201-395-3425
Deliver to Address:
Journal Square Transp. Center
Port Authority, One Path Plaza
Jersey City NJ 07306
Deliver to this address unless a different address is shown below.
Recipient: E. Perara
Unloading Pt: HCMF/Harrison, NJ

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	TRACK PANELS WITH CONCRETE TIES SEE CONTRACT BOOK FTA REQ. AS PER QUOTATION DATED MAY 19, 2010 TOM SCHLENDER ADDITIONAL FREIGHT CHARGE @$500 *** Text changed ***		
1 EA	Freight (additional)	500.00	500.00
	CHANGE ORDER TO PO# 4500061475 Line 10: Freight, Additional. Vendor ordered 3 trucks for delivery of track panels. PATH contractor non on board at Harrison Yard to accept delivery. Vendor told to hold delivery. Freight charge is to bring material back to shipping area ($500.00).material back to shipping area ($500.00). VENDOR: MRT Track & Service Co. Inc. PO Box 1589 Bloomfield, NJ 07003 Deliv. date 04/09/2011		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

Page 2 Of 3

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
BLOOMFIELD NJ 07003

PO Number/Date
4500061475 / 05/28/2010

Quantity	Description	Unit Price	Total
	*** New item ***		
	Freight Terms FOB **DELIVERED**		
	Contact person/Telephone		
	Dennis Kopik/201-395-3431		
	Total Delivered Price In USD		**349,450.00**

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

3. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.

5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.

6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

THE PORT AUTHORITY OF NY & NJ

May 28, 2010

VIA FAX (973-748-9243)

Thomas Schlender , Vice President
MRT Track & Services
270 Broad Street
Bloomfield, NJ,07003

SUBJECT: **AWARD –TRACK PANELS, 115 #RAIL WITH CONCRETE TIES, BID NUMBER 21166, PURCHASE ORDER NUMBER 4500061475**

Dear Mr. Schlender:

Your bid including Addendum #1 addressed to the above referenced purchase has been accepted. The total purchase price for the above item is $348,950.00.

Please note that delivery cannot be accepted before September 1, 2010 and no later than October 15, 2010

Purchase Order Number 4500061475 has been assigned for payment, invoicing and administrative purposes.

Your facility contact is Mr. Ed Perara who can be reached at (201) 216-6021.

If you have any questions concerning the award of this Contract, please contact Mr. Dennis Kopik at (212) 435-3931.

Very truly yours,

Dennis Kopik
Procurement Contracts Manager
Purchasing Services Division

THE PORT AUTHORITY OF NY & NJ

PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FL.
NEW YORK, NY 10010

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: TRACK PANELS, 115 # RAIL WITH CONCRETE TIES
BID NO.: 21166

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

BID DUE DATE: MAY 20, 2010 **TIME: 11:00 AM**

BUYER NAME: DENNIS KOPIK **PHONE NO.: (212) 435- 3931**
FAX#: (212) 435-3959

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

MRT Track & Services Co., Inc.
(NAME OF BIDDING ENTITY)

270 BROAD STREET
(ADDRESS)

BLOOMFIELD, NJ, 07003
(CITY, STATE AND ZIP CODE)

Thomas Schlender, Vice President 973-748-8899
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

973-748-9243
(FEDERAL TAX I.D. NO.) (FAX NO.)

X BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date , May 12, 2010

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 21166 for Track Panels with Concrete Tiesl

☐ Due back on 05/20/10, no later than 11:00AM

☐ Originally due on 05/20/10, no later than 11:00AM

The following changes are hereby made in the documents:

Change the specification of section 05665:
1. Section 1.01D remove side indent requirements.
2. Section 3.05F Remove the words "as shown on the Contract Drawings" from the second sentence.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: _____

INITIALED: _____

PS11All

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DENNIS KOPIK, WHO CAN BE REACHED AT (212) 435-3931.

INVITATION FOR BID

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

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

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4. Form and Submission of Bid 4
5. Firm Offer 4
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ATTACHMENT I A - Certified Environmentally Preferable Products/Practices 11

PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. 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 firms to receive timely notice of advertisements, reminders, solicitations and Addenda. Bidders may update their vendor profiles or register as Port Authority Vendors by accessing the online registration system at https://panynjprocure.com/VenLogon.asp. Bidders that register, as a Port Authority Vendor by accessing the on-line registration system will be sent an acknowledgement with their assigned Vendor Number.

3. Acknowledgment of Addenda

If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the Addenda form(s). In the event any Bidder fails to conform to

these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged.

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

4. Form and Submission of Bid

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

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

5. Firm Offer

The Bidder offers to provide the Port Authority Trans-Hudson Corporation ("PATH") with the supply and delivery of all items required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein. As used within this Contract, the term "Port Authority" shall mean the Port Authority of New York and New Jersey, acting on behalf of PATH.

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

6. Acceptance or Rejection of Bids

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. 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 items to be supplied, delivered and all other things required to be done by the Bidder/Vendor.

10. Bidder's Prerequisites

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders 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.

11. Qualification Information

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

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

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

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

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

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

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

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder

has furnished information, and the number, if any, assigned by such service to the Bidder's account.

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

c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.

d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."

f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

12. Good Faith Participation

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

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

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

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

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

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

(d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

13. Certification of Recycled Materials

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

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

a. Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".

c. "Pre-consumer Material" shall be defined as 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" shall be defined as 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" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

e. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

14. 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 Contract Terms and Conditions included herein, does not apply to these taxes.

15. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: MRT Track & Services Date: 5/19/2010

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. **Item(s) Required**

   The Vendor shall furnish of 70 Track panels of 39' – 0" 115# RE rail with concrete ties, meeting the requirements further set forth in this Contract and specifications.

   It is intended that the Track material be manufactured and delivered with all appurtenances set forth in the Specifications.

   Any reference to a specific product in this 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. The Engineer (Edward Perara, One PATH Plaza, 8the Floor, Jersey City, NJ, 07306, 201-216-6021) and his/her successor in duties for purposes of this Contract shall be the sole judge of 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 therefore. If the Vendor fails to deliver a suitable approved equal that is acceptable to PATH, then the Vendor shall supply item as specified herein.

2. **Delivery Location(s)**

   PATH, Harrison Car Maintenance Facility, Foot of Cape May Street, Harrison, NJ, 07029 as more fully described in the definition of "Facility" in the Specifications.

3. **Delivery Date**

   Refer to the delivery schedule located in the clause entitled "Delivery Requirements" in Part III of this Contract.

4. **Contract Type**

   Lump Sum

5. **Specific Bidder's Prerequisites**

   a. The Bidder shall have had at least Five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in supplying and delivering concrete tie track panels and during that time shall have actually engaged in providing said or such item(s) to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least Five (5) year(s) of

experience immediately prior to the date of the submission of its bid in supplying and delivering concrete tie track panels and during that time were actually engaged in providing such item(s) 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 item(s) during that time period.

b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least two (2) contract(s) requiring similar item(s) to those required under this Contract.

c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of two (2) times annual gross income from the type of item(s) required under this Contract.

d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status. [im11]

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

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Vendor" hereby offers and agrees to provide all the necessary supervision, personnel, item(s), materials 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 Vendor 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 Vendor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. 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 shall mean the United States of America.

UMTA or FTA - shall 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 - shall mean the United States Department of Transportation.

DCAA - shall mean the Defense Contract Audit Agency.

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

Engineer - means the Chief Engineer of the Authority acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

Investigation - 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.

World Trade Center Construction (WTCC) - shall mean the Port Authority's World Trade Center Construction Department, which is principally responsible for the design and construction of the World Trade Center Site.

Item(s) – shall mean the goods, merchandise, supplies, equipment, services or articles specified.

Manufacturer – shall mean the person or entity who will actually build the specific item to be provided as described herein

3. Delivery Requirements

Delivery shall be FOB delivered, and the Vendor shall bear all cost of freight and insurance for delivery to the Port Authority at the location(s) specified for delivery. All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m. unless otherwise noted in the Specifications. The Vendor 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 Contract Number
2. A description of each item.
3. The quantity shipped of each item.
4. The Vendor's packing slip/invoice number.

B. Shipping cartons shall not contain loose and/or unmarked item(s).
C. The Vendor may deliver partial orders to the Port Authority; such deliveries shall contain a clear description of the item(s) still outstanding or back-ordered and a notification of when the outstanding or back-ordered item(s) will be shipped.

Delivery Schedule

(AFTER SEPTEMBER 1, 2010. PATH WILL NOT EXCEPT ANY DELIVERS PRIOR TO THIS DATE)

a) The Port Authority requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
[Contract Specialist insert specific details]		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
1	70 each	

4. Time is of the Essence

The Vendor's obligation for the performance within the time provided for this Contract is of the essence of this Contract. The Vendor guarantees that it can and will complete such supply and delivery 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 Vendor is necessarily delayed in the delivery solely by fault of The Port Authority. Further, the Vendor 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, riot, civil disturbance or any other cause which is beyond the reasonable control of the Vendor as determined by the Engineer.

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

5. Sales or Compensating Use Taxes

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

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

6. Bill of Sale

The Vendor warrants that merchandise is free of liens and other encumbrances. The Vendor 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 Merchandise, free of liens and other encumbrances, upon delivery of all such merchandise to the Port Authority.

7. Invoices

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

a) The starting and ending dates of the delivery; and
b) The Item(s) that have been accepted by the Port Authority and are included as part of the invoice.

All invoices shall be mailed to the address depicted on the Contract.

8. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Vendor and the Vendor 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) provided by the Vendor hereunder, a compensation calculated from the respective prices inserted by the Vendor in the Pricing Sheet(s), forming a part of this Contract. The manner of submission of all bills for payment to the Vendor for Services 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 computation made by the Vendor and all billing and billing procedures shall be done in conformance with the following procedures:

a) Payment shall be made in accordance with the prices for the applicable item(s) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for and non conforming item(s) and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required by the Port Authority.

   Payment will be made within thirty (30) days of Port Authority verification of the invoice, provided that the item(s) have been inspected and accepted by the Port Authority. The invoice must show the Vendor's Federal Tax Identification Number.

b) 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 Vendor 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.

c) In the event an audit of received invoices should indicate that the correct sum due the Vendor for the relevant billing period is less than the amount actually paid by the Port Authority, the Vendor 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 Vendor hereunder.

"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 Vendor'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 Vendor 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 Vendor from any obligations in connection with this Contract.

9. Default - Delays

The Port Authority may cancel this Contract in whole or in part in the event that Vendor fails or refuses to deliver any of the items purchased, within the time provided or otherwise violates any of the conditions of this Contract, or if it becomes evident that the Vendor is not conducting the work in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date. In the event the Port Authority cancels this Contract in whole or in part as herein provided, the Port Authority may procure, upon such terms and in such manner as the Port Authority may deem appropriate, similar item(s) to those so cancelled and the Vendor shall be liable to the Port Authority for any excess costs for such similar item(s); provided, that the Vendor shall continue the performance of this Contract to the extent not terminated under the provisions of this article. The rights and remedies of the Port Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

If the Contractor fails to perform in accordance with the terms of this Contract, the Authority may obtain the goods or services from another Vendor and charge the Contractor the difference in price and a reletting cost.

10. Warranty

Notwithstanding the Specifications forming a part of this Contract, and any inspection or approval of the item(s) by the Port Authority or the existence of any patent or trade name, the Vendor 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 Vendor 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 Vendor demonstrates to the satisfaction of the Engineer have arisen solely from accident, abuse or fault of the Port Authority occurring after acceptance by the Engineer and not due to fault on the Vendor's part, for the period of two (2) years from the date of acceptance. In the event of defects or failures in said equipment, then upon receipt of notice thereof from the Engineer, the Vendor 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, the said warranty being given only for the greater assurance of the Port Authority.

11. Insurance

N/A

12. Materials and Workmanship

All Item(s) shall be manufactured in accordance with the best current practice in the industry and free from defect. All Item(s) shall be, at all times and places, subject to the inspection of the Engineer. Should any Items fail to meet the Engineer's approval, they shall be forthwith made good, replaced or corrected, as the case may be, by the Vendor, at its own expense. All materials shall be new materials.

13. Inspection and Acceptance

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

14. Approval by the Engineer

The approval by the Engineer of any item(s) 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 Vendor from its full responsibility for the satisfactory construction and operation of the item(s). 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).

15. Changes

Acceptance of Vendor's bid will be in the form of an Award Letter 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 Vendor for adjustment under this section must be asserted within thirty (30) days from the date of receipt by the Vendor of a notification of change: provided, however, that nothing in this section, "CHANGES," shall excuse the Vendor 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.

16. Variance in Quantity

The quantities set forth in the Price Schedule are estimates; actual total quantity purchased may be greater or lower. The Port Authority reserves the right to increase or decrease the quantity of Items called for under this Contract at the Unit Prices specified. The Port Authority may exercise the option to vary the quantity by written notice to the Vendor. Delivery of the additional quantity of Items shall continue at the same rate as the like items called for under the Contract, unless the parties otherwise agree. All items to be added shall be set forth in a Change Order.

17. Termination for Convenience

The Port Authority may terminate this Contract, in whole or in part, at any time by written notice to the Vendor when it is in the Authority's best interest. The Vendor shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination.

18. Contractor Integrity Provisions

By signing this bid, the Vendor certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the Port Authority Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the Port Authority in determining whether there are integrity issues which would prevent award of the contract to the seller. The Port Authority has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a Vendor is not eligible to bid on or be awarded public contracts because the Vendor has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/DoingBusinessWith/contractors/pdfs/PA3764A_Bids_Web_7-07.pdf

19. Attachment A – Federal Transit Administration Requirements - (Attached)

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

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 90 days after the date on which the Port Authority opens this bid.

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

Bidding Entity MRT Track & Services Co., Inc.

Bidder's Address 270 Broad Street

City, State, Zip Bloomfield, NJ 07003

Telephone No. 973-748-8899 FAX 973-748-9243

Email thomas.schlender@mrttrack.com EIN#

PROCUREMENT
2010 MAY 20 AM 11:52

SIGNATURE Date 5/19/2010

Print Name and Title Schlender, Vice President

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

X

Signature of Person Signing Above

ACKNOWLEDGEMENT:

STATE OF: New Jersey

COUNTY OF: Morris

On this 19 day of May, 2010, personally came before me, Lori Dellanno, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

LORI BETH DELLANNO
ID # 2377222
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/26/2013

Lori Beth Dellanno
Notary Public

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

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

If certified by the Port Authority as an SBE or MWBE: NO (indicate which one and date). [LSBI]

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)
	N.A.	

PROCUREMENT
2010 MAY 20 AM 11: 52

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably black where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s).

d. All Bidders are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Estimated Total Delivered Contract Price, as required, based upon the applicable Unit Price 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 Estimated 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

Item No.	Description	Estimated Qty	Unit	Unit Price	Total Price
1	Concrete Track Panels	70	each	$4,985.00	$348,950.0
		X	X	$_____	$_____
	ESTIMATED TOTAL DELIVERED CONTRACT PRICE:				$348,950.

LEAD TIME:
Indicate lead-time necessary for completion of fabrication testing and delivery of equipment (see Part V, paragraph 4 for delivery requirements):

6 Weeks after return of approval drawings

Bidder shall certify in the form prescribed below that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete and current.

PROCUREMENT
2010 MAY 20 AM 11: 52

CERTIFICATE OF CURRENT COST OR PRICING DATA:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to The Port Authority of NY & NJ or to The Port Authority of NY & NJ's representative in support of:

Bid No. [Insert Bid Number] are accurate, complete, and current as of [Insert Date]*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and The Port Authority of NY & NJ that are part of the bid.

Firm: MRT Track & Services Co., Inc.

Name: Thomas Schlender

Title: Vice President

Date: 5/19/2010

PART V
PORT AUTHORITY TRANS-HUDSON CORPORATION
REQUIREMENTS FOR TRACK PANELS

Rev 4/18/2010

1. GENERAL

   A. Track panels shall be new, furnished with all parts necessary to properly install the panels together and as further specified herein.

   B. Panels shall be designed for installation using 115# RE running rail sections and a standard track gauge of 4'- 8 1/2".

2. MATERIAL AND DESIGN

   A. Rails for use as running rail shall be 115# RE section, newly rolled and meeting all of the requirements of the latest AREMA Manual and as further specified herein.
   B. Standard Rail Drilling for 115# RE rail section shall be per drawing C013, but omit the first hole for "Drilled for Welding".
   C. Each track panel shall include two (2) pairs of 115# RE joint bars complete with four (4) bolts, nuts and spring washer to fit joint bar.
   D. Ties shall be concrete, as per section 05665 dated 4/16/10, (section 2.06 Contact Rail Extension Channel and section 2.07 Switch Machine Extension Brackets are not included in this contract) and drawing C610, 16 ties per panel.
   E. Rail fasteners shall be Pandrol 'e" clips.

3. SUBMITTALS
   A. Submit catalog –cuts or shop drawings of the proposed rail panels to PATH for approval prior to fabrication. If revisions/corrections to shop drawings are required by PATH, the Vendor shall make the changes and resubmit corrected drawings for approval.

4. FABRICATION AND DELIVERY

   A. Fabricate the track panels using current best practices for fabricating. Ensure all parts fit accurately as designed for proper installation of the track panels.
   B. Delivery location shall be as stated on the bid documents. The Vendor shall notify the PATH representative of impending deliveries as stated in the bid documents.
   C. All deliveries shall be by truck to PATH's Harrison Yard

ATTACHMENT A

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

1. Incorporation of Federal Transit Administration Terms 1
2. Federal Changes 1
3. No Federal Government Obligations to Third Parties 1
4. Organizational Conflict of Interest 1
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7. Access to Records and Reports 11
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1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

As used herein, the term "Agreement" shall mean "Contract". This Agreement is anticipated to be partially funded by the Federal Transit Administration, pursuant to the current version of the "United States of America Department of Transportation Federal Transit Administration – Master Agreement for Lower Manhattan Recovery Grants" ("Master Agreement").

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.

Each and every provision required by the FTA 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 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

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, 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 apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by the FTA.

3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

A. This Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work

to be performed under the contract may, without some form of restriction on future activities; result in an unfair competitive advantage to the Contractor.

1.) The Contractor shall 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.

B. The Contractor, by submitting its bid or proposal, agrees 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.

C. 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 an Authority prime 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. CERTIFICATION - DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. 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 it enters into.

By signing and submitting its bid or proposal, the proposer 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 proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A. FTA requires that each potential Contractor, for major third party contracts, complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" for itself and its 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 itself and its principals. Copies of the required Certification forms and accompanying instructions are set forth following the clause herein entitled "Integrity Monitor".

B. In the event that the Contractor has certified prior to award that it 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.

C. 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.

D. 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.

E. The originals of any Certifications or correspondence relating hereto shall be sent by the Contractor to the Director of Procurement, One Madison Avenue, 7th Floor, New York, NY 10010.

F. 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.

G. As required by FTA, the Contractor and its 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 its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6. CERTIFICATION - LOBBYING RESTRICTIONS –CONTRACTS EXCEEDING $100,000

A. Definitions as used in this Clause:

1.) "Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1). As used in the Certification set forth following the clause herein entitled "Integrity Monitor" t, it also includes any other public agency.

2.) "Covered Federal action" means any of the following Federal actions:

a. The awarding of any Federal contract;
b. The making of any Federal grant;
c. The making of any Federal loan;
d. The entering into of any cooperative agreement; and
e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. As used in the above referenced Certification, it includes the award of the contract with which it is associated.

3.) "Indian tribe" and "tribal organization" have the meaning provided in Section 4 of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan natives are included under the definitions of Indian tribes in that Act.

4.) "Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employees of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

5.) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an

intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government. It also includes a bi-state agency.

6.) "Officer or employee of an agency" includes the following individuals who are employed by an agency:

a. An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment;
b. A member of the uniformed services as defined in section 101(3), title 37, United States Code;

7.) A special government employee as defined in Section 202, title 18, United States Code;

a. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code Appendix 2; and
b. An employee of a bi-state agency.

8.) "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian Organization with respect to expenditures specifically permitted by other Federal law.

9.) "Reasonable Compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

10.) "Reasonable Payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

11.) "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal Contract. The term excludes an Indian Tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

12.) "Regularly Employed" means, with respect to an officer or employee of a person requesting or receiving a Federal Contract, an officer or employee who is employed by such person for at least one hundred and thirty (130) working days within one (1) year immediately preceding the date of the

submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than one hundred and thirty (130) working days within one (1) year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for one hundred and thirty (130) working days.

13.) "State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-state, regional, or interstate entity having governmental duties and powers.

B. Prohibition

1.) Section 1352 of Title 31, United States Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. For the purposes of the Certification included herein following the clause entitled "Integrity Monitor", it includes the award of the associated contract.

2.) The prohibition does not apply as follows:

a. Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B.1.) of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or the contract associated with the certification if the payment is for agency and legislative liaison activities not directly related to a covered Federal Action.

(ii) For purposes of subparagraph B. 2.) a.(i) of this Section, providing any information specifically requested by an agency or Congress is allowable at any time.

(iii) For purposes of subparagraph B. 2.) a.(i) of this Section, the following agency and legislative liaison activities are allowable at any time only where they are not related to specific solicitation for any covered Federal action.

(a.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sales and service capabilities; and,

(b.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) For purposes of paragraph B. 2)a.(i) of this Section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(a.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(v) Only those activities expressly authorized by subparagraph B. 2)a. of this Section are allowable under subparagraph B. 2)a.

b. Professional and Technical Services by Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract or the contract associated with the certification if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that contract.

(ii) For purposes of subparagraph B. 2.) b. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or

proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subparagraph B. 2.) b. this Section are allowable under subparagraph B. 2.) b.

c. Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

d. Professional and Technical Services by Other than Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. 1.) of this Section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(ii) For purposes of subparagraph B. 2.) d. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(v) Only those services expressly authorized by subparagraph B. 2.) d. of this Section are allowable under subparagraph B. 2.) d.

C. Disclosure

1.) Each person who requests or receives from the Authority a Contract with Federal assistance shall file with the Authority a certification entitled "Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352," as set forth following the clause herein entitled "Integrity Monitor" that the person has not made, and will not make, any payment prohibited by subparagraph B. of this Clause.Each person who requests or receives from the Authority a

Contract with Federal assistance shall file with the Authority a disclosure form entitled "Disclosure of Lobbying Activities Pursuant to 31 U.S.C. 1352" (Standard Form-LLL), as set forth following the clause herein entitled "Integrity Monitor", if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B. of this Clause if paid for with appropriated funds.

2.) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph C.2) of this Section. An event that materially affects the accuracy of the information reported includes:

a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
c. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

3.) Any person who requests or receives from a person referred to in subparagraph C.1) of this Section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

4.) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in subparagraph C.1) of this Section. That person shall forward all disclosure forms to the Authority.

D. Agreement

1.) In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this Clause.

E. Penalties

1.) Any person who makes an expenditure prohibited under subparagraph A of this Clause shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.
2.) Any person who fails to file or amend the disclosure form to be filed or amended if required by the Clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3.) Contractors may rely without liability on the representations made by their Subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this Clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this Clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

7. ACCESS TO RECORDS AND REPORTS

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 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 his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to the project.

The Contractor agrees to provide the Authority, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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 of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

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

8. CIVIL RIGHTS

A. 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1.) Race, Color, Creed, National Origin, Sex - 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, creed, national origin, sex, or age. 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.

C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

9. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Contractor herein 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) 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 (1) above to the FTA Administrator and grantee (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.

C. 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.

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS – CONTRACTS EXCEEDING $2000

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). '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 $2000.

A. Minimum Wages

1.) 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), will 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, if applicable, is attached hereto and made a part hereof (the attachment is the most current determination), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Determinations may change during the term of the Contract, and the wages and fringe benefits required by the most recent determination of the Secretary of Labor are those to be used.
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)(4) 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 29 CFR Part 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 classifications and wage rates conformed under paragraph (A)(2) 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.

2.)

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:

(i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination;
(ii) The classification is utilized in the area by the construction industry;
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
(iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

b. 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.

c. 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.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(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.

3.) 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.

4.) 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.

5.)

a. The contracting officer shall require that any class of laborers or mechanics 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 therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. 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, 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.

c. 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 with 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.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(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.

B. Withholding

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 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 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.

C. Payrolls and Basic Records

1.) 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.

2.)

a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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:

(i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(ii) 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;

(iii) 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 C(2)(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.

3.) The Contractor or subcontractor shall make the records required under paragraph C(1) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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.

D. Apprentices and Trainees

1.) 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and

Training 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

2.) 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.

3.) 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.

E. 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.

F. 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 Federal Transit Administration 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.

G. 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.

H. 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.

I. 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility –

1.) 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).

2.) 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).

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

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – CONTRACTS EXCEEDING $100,000

The Contract Work Hours and Safety Standards Act 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) 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.

12. SEISMIC SAFETY

If this is a contract for the construction of new buildings or additions to existing buildings, 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 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.

13. ENERGY CONSERVATION

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. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

14. CLEAN WATER REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.

B. 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.

C. The Contractor also agrees to include the requirements of this Article in all subcontracts exceeding $100,000 issued pursuant to this Contract.

15. CLEAN AIR REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et seq. 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.

B. The Contractor also agrees to include the requirements of this Clause in all subcontracts exceeding $100,000 issued pursuant to this Contract.

16. FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

17. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

A. The Contractor agrees to comply with, and assures the compliance of its 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.

B. 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.

18. PREFERENCE FOR RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover 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.

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

A. 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 U.S. DOT 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.

B. 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 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

To the extent 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 nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

21. ADA ACCESS REQUIREMENTS

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq*. and 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.

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352

The undersigned Thomas Schlender, Vice President
(name of authorized officer)
certifies, to the best of my knowledge and belief, that:

- No Federal 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal 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 19th of May, 2010
By: _____
Signature of Authorized Official
Thomas Schlender, Vice President of MRY Track & Services
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

1. Type of Federal Action: X a. contract ____ b. grant ____ c. cooperative agreement ____ d. loan ____ e. loan guarantee ____ f. loan insurance	**2. Status of Federal Action:** X a. bid/offer/application ____ b. initial award ____ c. post award	**3. Report Type:** X a. initial filing ____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: X Prime ____ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*	
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.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** ____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

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 followup 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,

MRT Track & Services Co, Inc., 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 19th of May, 2009.

BY SIGNATURE OF AUTHORIZED OFFICIAL

Thomas Schlender, Vice President

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 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 available remedies including suspension and/or debarment.

SECTION 05665

CONCRETE CROSS &TURNOUT TIES AND FASTENERS

PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section includes specifications for design, fabrication of component parts, manufacturing, qualification testing, quality control, handling, shipping, and unloading and stockpiling of monoblock prestressed concrete cross ties and turnout ties, together with cast rail fastening shoulders and embedded inserts.

B. The concrete tie shall consist of:

1. Three types of monoblock prestressed concrete ties:

   a. Standard 8 feet – 6 inch cross tie with embedded rail fastening shoulders and insulated threaded inserts for attachment of the third rail extension channel.
   b. Concrete turnout ties varying between 8 feet - 6 inches and 16 feet long with embedded rail fastening shoulders and insulated threaded inserts for attachment of the switch, heel and frog plates and the third rail extension plate bracket.
   c. Concrete switch machine ties to support the metal extension brackets for the DA-10 switch machines.

2. Rail fastening spring clips.

3. Rail insulating elastomeric base pads.

4. Rail spring clip insulators.

C. Track Configuration for Concrete Tie Design:

Concrete cross tie design loading using AREMA's Flexural Performance Requirements are for use in ballasted track sections with 115 RE rail and 4 feet 8-1/2 inch gauge. For purposes of design of the concrete ties only, the design spacing shall be 30 inches.

D. The ties shall be fabricated with multiple side and bottom indentations or projections to increase the resistance against lateral track movements in the ballast.

1.02 REFERENCES

Sponsor	Number	Subject
AASHTO	T26	Standard Method for Test for Quality of Water to be used in Concrete.
ACI	301	Specifications for Structural Concrete.
ACI	305	Hot Weathering Concrete.

ACI	318	Building Code Requirements for Structural Concrete
AREMA		Volume I, Chapter 30, "Ties," Part 4, hereinafter referred to as the AREMA Manual.
ASTM	A421	Standard Specification for Uncoated Stress-Relieved Steel Wire for Prestressed Concrete.
ASTM	A536	Specification for Ductile Iron Castings
ASTM	A881	Specification for Steel Wire, Deformed, Stress-Relieved or Low-Relaxation for Prestressed Concrete Railroad Ties
ASTM	C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM	C33	Specification for Concrete Aggregates
ASTM	C39	Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM	C78	Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM	C143	Standard Test Method for Slump of Hydraulic-Cement Concrete.
ASTM	C150	Specification for Portland Cement
ASTM	C172	Practice for Sampling Freshly Mixed Concrete
ASTM	C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
ASTM	C289	Test Method for Potential Alkali- Silica Reactivity of Aggregates (Chemical Method)
ASTM	C359	Test Method for Early Stiffening of Portland Cement (Mortar Method)
ASTM	C494	Specification for Chemical Admixtures for Concrete
ASTM	C586	Test Method for Potential Alkali Reactivity of Carbonate Rocks for Concrete Aggregates (Rock Cylinder Method)
ASTM	D257	Test Methods for DC Resistance or Conductance of Insulating Materials
ASTM	D570	Standard Test Method for Water Absorption of Plastics.
ASTM	D573	Standard test Method for Rubber Deterioration in an Air Oven.
ASTM	D732	Standard Test Method for Shear Strength of Plastics by Punch Tool.
ASTM	E122	Standard Practice for Calculating Sample Size to Estimate, with Specified Precision, the Average for a Characteristic of a Lot or Process.

PCI	MNL 116	Manual for Quality Control of Plants and Production of Prestressed, Precast Concrete Products

1.03 DESIGN CRITERIA AND REQUIREMENTS

A. Design: Prepare the final design of each of the types of concrete cross ties and appurtenances required:

1. Monoblock concrete ties with Pandrol shoulders, e-clip running rail fasteners and insulated threaded inserts for attachment of the third rail extension plate bracket for use in ballasted track.

2. Monoblock concrete turnout ties varying between 8 feet - 6 inches and 16 feet long with embedded rail fastening shoulders and insulated threaded inserts for attachment of the switch, heel plates, frog plates, and the third rail extension plate bracket.

3. Monoblock concrete switch machine ties with embedded shoulders and insulated threaded inserts to support the metal extension brackets for the DA-10 switch machines.

B. Track Configuration: Prestressed concrete switch ties shall be designed for use in ballasted track sections with 115 RE continuously welded rail. The track gauge shall be 4 feet 8-1/2 inches and the tie spacing shall be based on 30 inches. The tie support foundation shall be based on a minimum 12-inch layer of crushed quarry rock ballast stone and 8-inch layer of subballast. The allowable bearing pressure at the tie/ballast interface shall be limited to 65 psi.

C. Installation and Track Maintenance: The compaction of ballast under and around the concrete tie will be done by using hydraulic or electric activated tamping tools on a production ballast tamper. The tie must resist these tamping forces without spalling of concrete on the sides and bottom corners.

D. Design Parameters and Operating Conditions

1. Maximum spacing is 30 inches.

2. Multiple unit electrically propelled trains up to 10 cars operating at speeds of up to 60 mph on mainline track.

3. The design axle loads are 17,500 pounds subject to a 200 percent impact factor.

4. Design moments and test loads for the concrete ties are as follows:

Tie End to Rail Centerline	Rail Seat Positive		Rail Seat Negative		Center Positive		Center Negative	
Length	M	P	M	P	M	P	M	P
21"	194 in-k	16.5 k	102 in-k	9.3 k	91 in-k	6.7 k	130 in-k	9.6 k

E. Tie Design, Components, and Dimensions:

1. Concrete ties shall be of a prestressed monoblock design, provided with steel prestressing tendons and rail fastenings consisting of embedded cast iron shoulders, Pandrol standard drive on spring clips, plastic insulators, and pads. Threaded fastener inserts shall be provided for attachment of the switch, heel plates, frog plates, and third rail extension bracket.

   a. Concrete ties with designs which have already passed tests equivalent to those specified herein may be accepted without additional testing as determined by the PANYNJ.

   b. For such acceptance to be given, certified laboratory test reports shall be submitted in sufficient detail as required by the PANYNJ to make the determination as to its equivalency.

   c. The concrete ties shall be suitable for use as the transverse components of a 115RE crossover or turnout with straight switch points.

   d. The concrete turnout ties shall be suitable for manufacturing in various lengths from 8 feet – 6 inches to 16 feet on an economical production basis.

2. The tie design and fabrication shall be subjected to the acceptance tests specified in Article 3.07. Failure of the concrete ties to pass the prescribed tests will be cause for rejection.

3. Location and tolerances of rail fastener shoulders shall be in accordance with the fastener manufacturer's drawings and specifications.

F. Rail Fastener Assembly:

1. Cross ties and turnout ties shall include cast shoulders for the Pandrol Type "e" Series rail clips.

2. Ties shall be designed so that the rail clips can be easily installed or replaced in the field by one man using standard, readily available track tools. Clips shall also be capable of being installed by commercially available automated equipment. Clip installation and removal shall not damage the tie, shoulder, clip, or rail. The rail clip shall not notch nor otherwise damage the rail base during installation or removal.

3. Configuration:

   a. Recesses in the fastener shall be free draining of water and debris in all positions of lateral adjustment, and at all values of track superelevation from 0 inch to 6 inches. Fastener surfaces shall be resistant to conductive oil and dirt buildup and facilitate effective periodic cleaning by track maintenance equipment and personnel.

   b. Rail seat shall be sloped at 40:1 toward the gauge side of the rail, except for the following:

      1. Transition ties as noted on drawing

      2. Turnout ties shall have zero cant.

4. Rail fastener assembly shall be subjected to the acceptance tests specified under Article 3.07. Failure of the fastening system to pass the prescribed tests will be cause for rejection.

   a. Existing fastener designs which have already passed tests equivalent to those specified herein may be accepted without additional testing as determined by the PANYNJ.

   b. For such acceptance to be given, certified laboratory test reports shall be submitted in sufficient detail as required by the PANYNJ to make the determination as to its equivalency.

G. Cap plugs: Shall be furnished for each insert to prevent entry of moisture and debris.

1.04 SUBMITTALS

A. General

Submit the following to the PANYNJ for review and approval at least 30 days before fabrication:

B. **Submittals**:

	Title	Reference
1.	Shop Drawings	1.04.C and 1.04.H
2.	Samples	1.04.J
3.	Material Certificates	1.04.G

4.	Plant Certification	1.06
5.	Concrete Mix Design	3.01
6.	False Set Penetration Test	2.01.A
7.	Uniformity of Cement	2.01.A
8.	Aggregate Tests (ASTM C33)	2.01.B
9.	Alkali-Carbonate Reaction	2.01.B
10.	Water Soluble Chlorides	2.01.C
11.	Admixtures Tests	2.01.D
12.	Compressive Strength Test	3.02.A
13.	Flexural Strength Test	3.02.A
14.	Acceptance Tests	
a.	Design Criteria and Requirements	1.03
b.	Center Positive Bending Moment	3.07.E
c.	Center Negative Bending Moment	3.07.F
d.	Rail Seat Vertical Load Test	3.07.H
e.	Rail Seat Repeated Load Test	3.07.I
f.	Bond Development, Tension Anchorage & Ultimate Load	3.07.G
g.	Fastening Insert Torque Test	3.07.J
h.	Fastener Uplift Test	3.07.K
i.	Electrical Impedance Test	3.07.L
j.	Fastening Repeated Load Test	3.08.F
k.	Fastening Longitudinal Restraint Test	3.08.G
l.	Fastening Lateral Restraint Test	3.08.H
m.	Tie Pad Test	3.08.C
n.	Tie Pad Attenuation Test	3.08.D
o.	Wear/Abrasion Test	3.08.E

C. **Shop Drawings**: Submit one reproducible and six legible copies of all Shop Drawings for concrete ties for approval. These drawings are to be complete and detailed. Shop drawings shall consist of fabrication diagrams, all dimensions, including a layout of the steel prestressing tendons, rail fastening components, inserts, and any other pertinent information.

D. **On Site Review and Acceptance**: Submit a quality control plan for the manufacture of ties and components, and a fabrication plan describing the tie manufacturing process. Submit the method of handling, shipping, unloading, and stacking of concrete cross ties for review and approval at least four weeks before shipping of the concrete cross ties.

E. **Concrete Tie Marking Scheme**: Provide a concrete tie marking scheme for identification of ties and submit to the PANYNJ.

F. **Test Records and Documentation**: Provide test records and all other required test documentation, for informal review during the in-plant inspection and formally submit for approval prior to shipping of the ties.

G. **Certified Test Reports**: Submit test reports and/or certificates of compliance for the tests identified in articles 1.04.B, 3.07 and 3.08 of this specification and that the test reports and other specified documents comply with these specifications..

H. Shop Drawings and Data requirements:

1. Shop Drawings show the general arrangement and such details as are necessary to provide a comprehensive description of the work to be performed.

2. As indicated below, prepare Shop Drawings including design calculations and other data as may be required by the Specifications as are necessary to adequately perform the work.

3. Furnish Contractor's Shop Drawings on sheets measuring 22 inches by 34 inches. On each drawing, provide a blank area 5 square inches, located adjacent to the title block. The title block shall display the following:

a. Contract Number and Name.

b. Number and Title of the Drawing.

c. Date of Drawing or Revision Date and Number.

d. Name of Contractor Submitting Drawing.

I. Furnish tie-design calculations prepared in accordance with AREMA Chapter 30, Part 4 including bending moments and loads for specified tests, and other required data on standard 8-1/2 by 11 inch sheets, printed on one side only. Each sheet shall bear the information required by paragraph H.3 above, except that the 5 inch square blank space will not be required.

J. Samples:

1. Unless otherwise indicated, submit not less than two identical samples of each type of component to be used in the fabrication prior to supply of concrete tie.

2. Label each sample indicating:

   a. Contract Name and Number.

   b. Name of Contractor and Subcontractor.

   c. Material or equipment represented.

   d. Source.

   e. Name of producer and brand.

   f. Reference Specifications Section and Article Number.

1.05 DELIVERY, HANDLING, AND STOWING

A. Shipping and Handling:

1. Ship ties with threaded plastic caps or plugs securely installed in all threaded insulated inserts. Securely brace ties for transportation to prevent any movement that could cause damage. Ship ties in a horizontal position, braced with wooden spacer blocks so that the top surface or cast-in-place hardware does not contact ties loaded above. If delivered by rail, do not load ties higher than the top of the cars nor more than six layers deep. Do not drop or skid ties.

2. Package other parts to prevent damage during shipment and to facilitate handling. Do not mix different parts in the same package.

1.06 QUALITY ASSURANCE AND CONTROL

A. Qualifications of Fabricator:

1. Concrete ties shall be produced in a plant or production facility by a fabricator who has been regularly and continuously engaged in the manufacture of precast, prestressed concrete products for a minimum of five years. In addition, the fabricator shall have had experience in the fabrication of precast, prestressed concrete cross ties similar to the ties indicated.

2. The fabricator shall have sufficient production capacity to produce the required number of ties in accordance with the quality requirements and without causing any delay in the work.

3. The fabricator shall furnish certification that all aspects of the yard operation, including materials testing, storage, and handling conform to the quality control requirements herein, and current industry standards as defined in PCI MNL 116.

4. Current certification by PCI throughout the fabrication period will be accepted as evidence of conformance with this requirement.

5. Certification by a qualified, independent consultant or laboratory will also be accepted as evidence of conformance with this requirement. Initial certification shall be based on a plant inspection of yard operations and quality control

procedures. The PANYNJ shall be notified prior to the inspection and may attend. At least two follow-up inspections shall be performed during the production run, and after each certificate of conformance submitted to the PANYNJ.

B. Tolerances: Fabricate concrete ties within the tolerances indicated and specified. When not indicated or specified, conform to tolerances specified in the AREMA Manual.

PART 2 - PRODUCTS

2.01 CONCRETE

A. The concrete used for concrete ties shall have a minimum 28-day compressive strength of 7,000 pounds per square inch as determined by ASTM Designation C39 Test Method. The test cylinders shall be made and stored in accordance with ASTM Designation C31. The Portland Cement used shall be low alkali cement with a maximum alkali content of 0.6 percent conforming to ASTM C150, Type III low alkali. Conduct false set penetration tests per ASTM C359. False set penetration values shall not be less than 50 mm initially, 35mm at intermediate times, and 40 mm after remix.

B. Concrete Aggregates: Fine and coarse aggregates shall be clean, hard, strong, durable, and free of deleterious material.

1. Aggregates shall be natural aggregates conforming to ASTM C33 Class 4S.

2. Soluble sulfates and chlorides shall not exceed the values given in Table 4.3.1 of ACI 318, for prestressed sections.

3. The manufacturer shall submit evidence that concrete containing aggregate from the proposed source, with a cement content and alkali burden similar to the job mix, has a satisfactory service history of at least 10 years. This evidence shall include concrete with Class 4S aggregate.

4. The manufacturer shall submit evidence that the fine and coarse aggregates do not react with alkalis in the cement, to the extent that excessive expansion in the concrete may result. The results shall be interpreted as outlined in ASTM C33, Concrete Aggregates.

   a. Evaluation of potential alkali-silica reactivity shall be made according to:

      ASTM C289 Potential Reactivity of Aggregates (Chemical Method)

   b. Evaluation of potential alkali-carbonate reactivity for aggregates containing dolomites/limestones shall be made according to:

      ASTM C586 Potential Reactivity Carbonate Rocks for Concrete Aggregates (Rock Cylinder Method)

5. The maximum size of aggregate shall be 3/4 inch (size number 67) for coarse aggregate gradation. If the coarse or fine aggregate is supplied in more than one size, each size shall be stored separately.

6. Washed aggregate shall be allowed to drain in stockpiles before use. All aggregates shall be free from ice when used.

C. Water: Mixing water shall be fresh water complying with the requirements of AASHTO T26 and the following additional requirements:

1. pH shall be between 6.0 and 8.0.
2. Chloride content shall not exceed 500 ppm.
3. Sulfate content shall not exceed 2,000 ppm.
4. Total solids content, including chlorides and sulfates shall not exceed 30,000 ppm.

D. Concrete Admixtures: Accelerating, Retarding, and Water-Reducing Admixtures: Water-reducing admixtures, retarding admixtures, and accelerating admixtures, if used, shall conform to ASTM C494, Specification for Chemical Admixtures for Concrete. In no case shall admixtures containing chlorides be used. .

2.02 PRESTRESSING WIRE

A. The wire shall be 0.195 inch diameter, deformed stress relieved wire complying with ASTM A881 or uncoated complying with ASTM 421.

1. The wire shall be from an approved source of supply. Acceptance of the wire shall be dependent on the tie manufacturer, showing that the wire meets the following strength requirements set forth in this section and that the ties meeting all specified requirements can be produced using the wire. It is also the responsibility of the tie manufacturer to monitor the wire used in production to ensure consistent quality.

2. The prestressing wire used shall be an indented wire 0.2 inch in nominal diameter with a minimum breaking load of 7070 pounds. These breaking loads correspond to a tensile strength of 225,000 pounds per square inch.

2.03 IRON SHOULDERS

A. Ductile iron shoulders shall be obtained by the concrete tie manufacturer and shall conform with ASTM A536 Grade 60-40-18 or 65-45-12; Pandrol part No's 4714 and 7250 insulated. Weld on shoulders will be permitted in the frog toe, heel, and switch heel areas. The shoulders shall be marked, on non-bearing surfaces above the concrete level, with the part number, supplier's identification, and pattern number.

1. The shoulders shall be free from burned-on sand, cracks, cavities, injurious blow holes, and other defects. All fins shall be removed from the vertical faces of the head of each shoulder. Fins across the top of the head shall not exceed 1/32 inch and below the head, fins shall not exceed 1/16 inch. At gates, there shall be no cavity in the shoulder more than 1/8 inch below the general surface level.

2. Go and No Go inspection gages shall be used to check that tolerances conform with the iron shoulder drawings. A sampling plan for Acceptable Quality Levels of 1 percent for major dimensions and 4 percent for minor dimensions shall be used (see ASTM E122). The manufacturer shall decide which are major and minor dimensions. These shall be indicated on the shop drawings.

B. Iron shoulders shall be free of mud, oil, loose rust, and other contamination when cast into ties. They shall be rigidly secured in the forms during casting and shall not move within the concrete when the securing device is released. Location within the ties shall comply with the Drawings.

1. The shoulder shall not be directly anchored to the pretensioned steel. The shoulder shall not come in contact with pretensioned steel.

2.04 EMBEDDED ANCHOR INSERTS

A. Switch, Heel, and Frog Plate Rail Fastener Inserts

1. Rail fastener inserts shall meet the following requirements:

a. 7/8" diameter threaded insert. Press-Seal Corporation Insulguard VPSI78 with drain tube, 6 5/8" long, with a minimum threaded engagement of 4 ¼" in accordance with test procedures in AREMA Chapter 30, Section 4.9.1.9.

b. Each insert shall withstand an axial pull-out force of 6,000 pounds without failure.

c. Inserts manufactured from alternative materials may be used, provided they meet the requirements in the above-referenced a. and b. as well as be shown through independent test data to have equal or better corrosion resistance.

B. Third Rail Extension Channel Inserts

1. ¾" UNC stainless steel insert, Press-Seal Corporation Insulguard NSS-34, 2 ¾" long.

C. Switch Machine Bracket Inserts

1. 1 3/8" diameter by 9 3/8" long bar, tapped 3 ½" deep, both ends to suit 1"x3 ½" UNC Bolt.

2. Bar to be located within an insulated sleeve that is cast in the concrete tie, so as to prevent rotation of the tube, and rotation of the bar.

2.05 RAIL FASTENING COMPONENTS

A. The rail fastening system shall include pads, clips, insulators, and threaded inserts for switch, heel, and frog plates and the third rail extension bracket.

B. Rail fastening shall be resilient, threadless and detachable. Component part shapes shall be such that they are easily recognizable and are difficult to install incorrectly.

1. Fastening shall be comprised of as few components as economically and technically feasible for ease of assembly, disassembly, and maintenance. The rail clips, railseat pads, and insulators shall be furnished by the rail clip manufacturer.

2. Construct fastenings so that the rail clips can be installed or replaced in the field by one man using hand tools.

3. Construct fastenings so that when the rail clips are removed, the rail may be lifted vertically until it is completely free of the fastening shoulder without disturbing the horizontal or vertical alignment of the shoulder, or the adjacent restraining rail bracket.

4. Fastenings shall have, on both sides of the rail base, a positive means of preventing more than 1/8 inch total lateral movement of the rail base relative to the shoulders in case of failure, or loosening of one or both rail clips. The positive means of restraint shall extend at least 3/8 inch, but not higher than 1-3/4 inches above the base of rail in the installed position.

C. Rail Fastening Spring Clips:

1. Rail clips shall not be dependent on elastomeric components in torsion.

2. One identical clip design shall be used on the field and gauge side of the rail at the railseat. Pandrol Type "e" Series rail clips shall be used.

3. The clips shall be reusable after removal through repeated applications without any effect on the operating performance of the system.

4. No part of the clip shall protrude below the tie surface or into the tie.

5. The clip shall not have point contact. The clip shall be such that lateral rail movements, within the confines of the shoulders, will not produce transverse denting, carving, or scoring of the rail base. The clip shall be such that longitudinal rail slippage will not produce overstressing, ending, twisting, or other damage to the clips, and will not damage the rail.

6. Rail clips and insulators used on rail insulated joint bars need not to be identical in design to those used on a standard rail. The clips shall clear the joint bar, shall have similar performance characteristics, shall be made by the same manufacturer, and shall be installed into identical shoulders as the standard rail clip.

D. Insulators between fastening shoulder and rails:

1. Configuration:

a. Provide keys between the insulators and the fastening shoulder to prevent relative motion in any direction.

b. The insulators shall cover the full widths of the shoulders.

c. Except for surfaces in contact with the rail, the surfaces of the insulators shall be smooth, clearly finished and free of flash. Insulators shall be free of internal defects and cavities.

2 Volume Resistivity: 10^{12} ohm-cm, minimum. Measure in accordance with ASTM D257.

3. Water Absorption at Saturation: Three percent, maximum. Measure in accordance with ASTM D570.

4. Dry Shear Strength: 6500 psi, minimum. Measure in accordance with ASTM D732.

5. The insulator shall be capable of withstanding degradation from oxidation, water, alkali, petroleum oils, synthetic lubricants, and sunlight without having detrimental effect on the performance of the insulator. The insulator shall be designed to withstand the rigors of application and reapplication of the rail clips and other components without breaking, cracking, or any other detrimental effect of the performance of the insulator.

6. Heat Aging: Age for 10 days at 70°C using ASTM D573 as a guide. Compare properties before and after aging at 70°C. The tensile strength shall not decrease more than 10 percent. The Rockwell Hardness shall not change more than five points. There shall be no warping, cracking, discoloration, or exudation of plasticizer.

E. Rail Seat Pads:

1. Provide rail seat pads compatible with the rail fastening system, that have a shape which provides positive means of preventing movement of the pad parallel to the rail. Pad thickness shall be at least 3/16 inch and not more than 1/2 inch, with a width identical to the distance between the shoulder faces on the railseat (+0, -1/16 inch) and a length one inch longer than the railseat bearing area (plus or minus 1/16 inch). Mark pads in a permanent manner to identify manufacturer, month and year manufactured, and pad designation.

2. Use first quality new ingredients processed and cured in accordance with accepted good practice.

3. Rail pads shall not be of a material and design; e.g., flat EVA rail pads that have proven to contribute to concrete tie or rail base abrasion, either by testing or railway experience.

2.06 CONTACT RAIL EXTENSION CHANNEL

A. Provide extension channel in accordance with the dimensions, details, and materials as shown in the contract drawings.

2.07 SWITCH MACHINE EXTENSION BRACKETS

A. Provide switch machine extension brackets, in accordance with details, dimensions, and material shown in contract drawings.

PART 3 - EXECUTION

3.01 CONCRETE DESIGN MIX

A. Trial mixtures using aggregates, water, cement, and admixtures proposed for the manufacture of the concrete ties shall be made using at least three different water-cement

ratios which will produce a range of strengths. For each water-cement ratio, at least three specimens for each age shall be made, cured, and tested as described in Article 3.02. Each batch of concrete shall be mixed separately in a pan mixer.

B. Design compressive strength at the time proposed for transfer of prestress forces to the concrete shall be no less than 4,500 psi, or higher if so required by the tie design or manufacturing method. Design compressive strength at 28 days shall be not less than 7,000 psi. Design flexural strength at 28 days shall be not less than 600 psi.

C. Aggregates and cement shall be measured by weight. The weight of aggregate shall be based on the saturated surface dry condition corrected for free moisture. Water shall be measured by weight or volume and admixtures shall be measured by volume, unless otherwise directed by the admixture manufacturer.

D. Mix proportions shall be developed using the method of ACI 301, Section 3.9.

E. Restriction on design mix proportions:

1. The water-cement ratio shall not exceed 0.45 by weight. Water content shall be kept to the minimum consistent with strength requirements and placement needs.

2. Air content in the plastic concrete shall ensure a minimum 4.0 percent air entrainment in the hardened concrete.

F. The proportions of aggregate to cement shall be such to produce a mixture that will work readily into corners and angles of the form and around the prestressing elements with the assistance of specified vibration, but without permitting the materials to segregate or excess of free water to collect on the surface.

G. The strength tests shall be made at 28 days. A curve shall be developed for each design mix showing the relationship between water-cement ratio and compressive strength.

H. Acceptance of trial mix: Substantiate attainment of all specified properties by designated ASTM test methods. Provide concrete that has 56-day compressive strengths that exceed the specified design strength (f'c) in accordance with ACI 318, Chapter 5, Table 5.3.2.2.

3.02 STRENGTH TESTS OF CONCRETE

A. Compressive and Flexural Strength tests shall be made to check the adequacy of the mix proportions and as a basis for acceptance. Samples for compressive test specimens shall be secured in accordance with ASTM Designation: C172, Method of Sampling Fresh Concrete. Samples for flexural tests specimens shall be secured and all specimens shall be made and laboratory cured in accordance with ASTM Designation: C31, Method of Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field. Specimens made to check the adequacy of curing and protection of concrete shall be cured entirely under production conditions.

1. Compressive Strength tests shall be made on 4 inch by 8 inch cylinders in accordance with ASTM Designation: C39, Method of Test for Compressive Strength of Cylindrical Concrete Specimens. For each day of production at least

nine cylinders shall be prepared; three for 28 day testing, and three for checking strength at transfer, and three spares.

2. Flexural Strength tests shall be made on 6 by 6 by 20 inch beams in accordance with ASTM Designation: C78, Method of Test for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading). Minimum flexural strength (modulus of rupture) at 28 days shall be 600 psi.

B. Durability of Concrete shall be in accordance with AREMA Chapter 30, Part 4, Article 4.2.2.6. Testing for excessive sulfate content in the cement or excessive temperatures during the curing process shall be testing in accordance with Duggan Concrete Expansion Test as detailed in AREMA Chapter 30, Part 4, Section 4.2.3.

3.03 FABRICATION AND FORMS

A. Dimensions and Tolerances: The tie design shall be within the following dimensional limits set forth in this section. The finished tie shall not deviate in any dimension from that shown in the Contract Drawings for the approved tie design by more than the tolerance associated with that dimension.

1. Nominal Length: Cross ties: end of tie to rail centerline 21 inches. Turnout ties: as per design.

2. Width of Bottom: 10 inches minimum, 13 inches maximum plus or minus 1/8 inch.

3. Width of Top: center of rail seat 8 ½ inches minimum, 10 inches maximum plus or minus 1/8 inch.

4. Depth of tie: 7 inches minimum at any location and 9-1/2 inches maximum at the rail seat, plus or minus 1/8 inch.

5. Track Gauge: 4 feet -8-1/2 inches, plus or minus 1/16 inch, exclusive of rail dimensional tolerances.

6. Rail Cant: zero cant within the turnout and 1 in 40, plus or minus 5, towards the center line of the tie, for cross ties.

7. Differential Tilt of Rail Seats: Differential tilt in the direction of the rail of one rail seat to the other shall not exceed 1/16 inch in a width of 6 inches.

8. The center line of the tie shall be within ½ inch of the center line of track gauge.

9. Chamfer: 1 inch at 45 degrees nominal plus or minus ½ inch

10. Rail Seat Plane: The rail seat shall be a smooth, flat surface, plus or minus 1/32 inch.

11. Surface finish on top and sides shall be smooth except at the rail seat. A random scattering of surface voids will not be cause for rejection.

12. Identification Marking: submit the identification system for approval. Markings must be such that they will remain legible for the design life of the ties.

Permanently label ties by indented or raised numerals or letters on the top surface to identify the following:

a. Manufacturer's I.D.

b. Form Number

c. Tie number

d. Year of manufacture

e. Date code traceable to day of manufacture

B. Method of Production: Monoblock ties shall be manufactured in accordance with AREMA Chapter 30, Part 4, Section 4.9.2.

C. Forms:

1. Forms shall be rigid and constructed of material that will result in finished ties conforming to the shape, lines, dimensions, and tolerances called for on the Contract Drawings.

2. Forms shall be constructed to permit movement of the tie without damage during release of the prestressing force.

3. Forms shall provide proper marking with indented or raised letters or numerals to identify the manufacturer and year of production. Marking shall be placed on top of tie surface.

3.04 PLACEMENT OF PRESTRESSING STEEL

A. Prestressing force in each of the strands shall be 16,750 pound +/- 500 pounds.

B. The load shall be applied in two increments. An initial load of approximately 1,000 pounds shall be applied to the individual strands to straighten them, eliminate slack, and provide a starting or reference point for measuring elongation.

C. Prestressing force shall be determined by (1) measuring strand elongation and also (2) by either checking jack pressure on a calibrated gauge or by the use of a calibrated dynamometer. The cause of discrepancy that exceeds 5 percent shall be ascertained and corrected. Elongation requirements shall be taken from average load elongation curves for the steel used.

D. Strands shall be stretched either individually or simultaneously. If strands are stretched simultaneously, provision for taking up slack and equalizing stress shall be made individually as required to induce approximately equal stress in each strand.

E. Transfer of force from bulkheads of the pretensioning bed to the concrete shall be accomplished by gradual and simultaneous detensioning of all strands. Exposed strands shall be cut near the tie end. The projection of strands beyond the ends of the ties shall be no more than 1/4 inch.

3.05 MIXING, PLACING, AND CURING OF CONCRETE

A. Preparation for Placing Concrete:

1. Prior to the placing of concrete, all equipment for mixing the concrete shall be clean, all debris shall be removed from spaces to be occupied by the concrete, the forms shall be thoroughly coated with a bond-breaker, and the reinforcement shall be thoroughly cleaned of deleterious coatings. The iron shoulder and prestressing wire shall not be contaminated with bond-breaker or any other substance which would interfere with bond development. The forms shall be inspected for alignment, tightness of joints, and dimensional accuracy of the position of bulkheads, prestressing steel, inserts, etc., shall be verified.

2. Proportioning of Component Materials:

   a. Fine and coarse aggregates and cement shall be measured by weight. Weights of aggregates shall be based on a saturated surface dry condition corrected for free moisture.

   b. Water and liquid admixtures may be measured by either weight or volume.

3. The accuracy of measurement of the various components of concrete shall be within the following limits:

Cement	1%
Water	1%
Fine aggregate	2%
Coarse aggregate	2%
Cumulative aggregate	2%
Admixtures	3%

B. Mixing of Concrete:

1. Mixing equipment shall be capable of combining all specified materials within the time specified by the equipment manufacturer into a thoroughly mixed and homogeneous mass, and discharging the mixture without segregation.

2. All concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged.

3. Optimum mixing time shall be established by the equipment manufacturer's recommendations. Generally, minimum mixing time shall be one minute for batches of one cubic yard or less. This mixing time shall be increased by at least 15 seconds for each cubic yard, or fraction thereof, of capacity in excess of one cubic yard. Mixing time shall not exceed three times the specified time.

C. Conveying:

1. Concrete shall be conveyed from the mixer to the place of final deposit in the shortest possible time by methods that will prevent segregation or loss of materials.

2. Equipment for chuting, pumping, and pneumatic conveying of concrete shall be of such size and design as to assure flow of concrete at the delivery location without segregation of materials.

D. Depositing:

1. Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. No concrete that has partially hardened or has been contaminated by foreign materials shall be used.

2. Concrete shall not be placed when the ambient air temperature of the casting room is below 40°F. Concrete shall have a minimum temperature of 50°F, and a maximum temperature of 90°F. When concrete is placed at an ambient temperature of 90°F or greater. The "Hot Weather Concreting" procedures recommended by ACI Committee 305 shall be followed to prevent rapid drying and other detrimental effects of elevated temperature on fresh concrete.

E. Consolidating:

1. All concrete shall be thoroughly consolidated by vibration during placement, and shall be thoroughly worked around the prestressing elements and embedded fixtures, and into corners of the forms. Consolidation at the ends of ties is paramount to comply with the void tolerance specified in Article 3.06.B.1.

2. External form vibration, supplemented if necessary, by internal vibration shall be used to obtain uniform mix, and shall be sufficient to yield concrete with a density not less than 148 pounds per cubic foot.

3. Care shall be taken to assure that forms are not damaged during consolidation.

F. Surface Finishing-Bottom of Tie:

1. The bottom surface of the tie shall have a rough screeded finish. Indentations as shown on the Contract Drawings shall be pressed into the bottom of the tie prior to setting of the concrete. Two ties, which in the opinion of the Inspector show the required bottom surface condition, shall be set aside from an early batch as a comparison standard for the acceptance of later ties.

G. Testing Fresh Concrete:

1. The first batch on any bed shall be tested and if this requires no adjustment to the mix, a further test shall be made after approximately 25 cubic yards has been poured. If the first batch requires adjustment to the mix, each subsequent batch shall be tested until no further adjustment is necessary and then a further batch shall be tested after approximately 25 cubic yards has been poured.

2. Slump: When measured in accordance with ASTM C143, the slump shall not exceed 2 inches when concrete is placed in the forms.

3. Air Content: When measured in accordance with ASTM C231, the range of air content in the plastic concrete shall ensure a minimum 3.5 percent air void content in the hardened concrete.

4. Temperature: The temperature of freshly mixed concrete shall not exceed 90 degrees F.

H. Curing:

1. Immediately after placing and consolidating the concrete, the exposed surface shall be covered with impermeable sheeting.

2. Concrete shall not be placed in forms whose temperature is less than 40 degrees F. and the concrete temperature shall not be allowed to fall below 50 degrees F. between casting and transfer of prestress.

3. The rate of temperature rise in the concrete shall not exceed 35 degrees F. per hour and the maximum concrete temperature shall not exceed 175 degrees F. Transfer of prestress shall not be carried out at a concrete temperature above 135 degrees F. The heating method used shall be such that all ties in a bed are at a similar temperature.

4. Curing shall be done in accordance with established procedures to produce concrete strength as specified.

I. Detensioning. Stress transfer shall be performed in a controlled manner with hydraulic jacks. The forms shall be free to move and the stress in all wires shall be transferred at the same time and same rate. No wire shall be cut until it is completely detensioned.

3.06 REMOVAL OF TIES FROM FORMS AND FINISHING

A. Ties shall be removed from forms in a manner such as to avoid damage.

B. Surface Finishing:

1. All formed surfaces of the finished tie shall have a uniformly dense surface. The surface of the railseat shall have a smooth finish and be free from honeycomb, surface irregularities, and air holes in excess of 1/8 inch diameter. Other surfaces shall have a smooth finish that may contain honeycomb not to exceed 2 percent of the surface and a maximum void diameter of 1/4 inch.

2. Two ties which, in the opinion of the Inspector, show the required surface finish and two ties, also in the opinion of the Inspector, show the maximum allowable rail seat defects shall be set aside as comparison standards for acceptance of ties. These four ties are in addition to those for bottom finish comparison.

C. Inspection and Repair of Surface Defects:

1. Every tie produced shall be visually inspected.

2. The surface of the rail seat shall have a smooth, formed finish not inferior to the comparison standards. No rubbing, brushing, or other treatment shall be used on the rail seat.

3. Surface conditioning with a mixture of 3 parts sand and 1 part cement, mixed with 1 part latex cement mix and 1 part water shall be undertaken on surfaces containing air pockets. The maximum size of any one pocket shall not exceed 3/8 inch diameter by 1/4 inch deep.

4. Air voids may not exceed greater than 50% of the circumference of a prestressing strand nor than 1 inch in depth.

5. Corner breakage less than 1/2 inch deep and 1-1/2 inch along the end faces need not be repaired providing reinforcing wire is not exposed. If the wire is exposed, the breakage must be repaired.

6. Corner breakage from 1/2 to 1-1/2 inch in depth must be repaired. Corner breakage in excess of that shall be rejected.

7. Prestressing wires protruding more than 1/4 inch beyond the concrete surface of the end of the tie shall be cut back. Sharp ends which would be hazardous in handling shall be smoothed or cut back.

3.07 ACCEPTANCE TESTS FOR CONCRETE TIES AND RAIL FASTENING SYSTEMS

A. Design Tests:

1. Testing shall be in accordance with AREMA Chapter 30, Part 4, Section 4.9.1. Prior to approval of the concrete tie design, the following tests shall be performed. The tie samples submitted will be subjected to testing for compliance with these Specifications.

2. From a lot of not less than five ties produced, in accordance with these Specifications, four ties shall be selected at random for laboratory testing. For design testing of the fastening system, the manufacturer shall also furnish a section of a tie or a concrete block with railseat and fastening system identical to the concrete ties furnished for testing. A separate test series shall be conducted for the standard cross tie and the restraining rail cross tie.

3. Each of the four ties and the tie block submitted for testing shall be carefully measured and examined to determine their compliance with the requirements specified below. Upon satisfactory completion of the examination, two ties, designated as Tie No. 1 and Tie No. 2, and a tie block shall be subjected to the specified performance tests. The remaining two ties which will be designated as Tie No. 3 and Tie No. 4 will be retained for further test use and as a control for dimensional tolerances and surface appearance of ties subsequently produced.

B. Sequence of Design Tests (Tie No. 1):

1. The sequence of design performance tests using Tie No. 1 shall be as follows:

a. Rail Seat Vertical Load Test as detailed in Section 3.07.H and AREMA Chapter 30, Article 4.9.1.4 shall be performed on one rail seat, hereinafter designated as rail seat A.

b. Center Negative Bending Moment Test as detailed in AREMA Chapter 30, Article 4.9.1.6.

c. Center Positive Bending Moment Test as detailed in AREMA Chapter 30, Article 4.9.1.7.

d. Rail Seat Vertical Load Test as detailed in Section 3.07.H and AREMA Chapter 30, Article 4.9.1.4 shall be performed on the other rail seat hereinafter designated as rail seat B.

e. Rail Seat Repeated Load Test as detailed in Section 3.07.I and AREMA Chapter 30, Article 4.9.1.5 shall be performed on rail seat B.

f. Bond Development, Tendon Anchorage and Ultimate Load Test as detailed in Section 3.07.G and AREMA Chapter 30, Article 4.9.1.8 shall be performed on Railseat A.

C. Sequence of Design Tests (Tie No. 2):

1. The sequence of design performance tests using Tie No. 2 shall be as follows:

a. Fastening Insert Test as detailed in Section 3.07.J and AREMA Chapter 30, Article 4.9.1.9 shall be performed on all inserts.

b. Fastening Uplift Test as detailed in Section 3.07.K and AREMA Chapter 30, Article 4.9.1.10a and b shall be performed on one rail seat.

c. Electrical Impedance Test as detailed in Section 3.07.L and AREMA Chapter 30, Article 4.9.1.14 shall be performed.

D. Sequence of Design Test (Tie Block)

1. The sequence of design performance testing using tie block shall be as follows:

a. Tie Pad Test as detailed in AREMA Chapter 30, Article 4.9.1.15.

b. Fastening Uplift Test Part A as detailed in AREMA Chapter 30, Article 4.9.1.10

c. Fastening Longitudinal Restraint Test as detailed in Section 3.08.G and AREMA Chapter 30, Article 4.9.1.12.

d. Fastening Repeated Load Test as detailed in Section 3.08.F and AREMA Chapter 30, Article 4.9.1.11.

e. Fastening Longitudinal Restraint Test as detailed in Section 3.08.G and AREMA Chapter 30, Article 4.9.1.12.

f. Fastening Uplift Test Part A as detailed in Section 3.07.K and AREMA Chapter 30, Article 4.9.1.10.

g. Fastener Lateral Load Restraint Test as detailed in Section 3.08.H and AREMA Chapter 30, Article 4.9.1.13.

h. Tie Pad Test as detailed in AREMA Chapter 30, Article 4.9.1.15.

E. Center Positive Bending Moment Test:

1. Summary of Test: With the tie supported and loaded as shown in AREMA Chapter 30, Figure 30-4-10, a load increasing at a rate not greater than 5 kips per minute shall be applied until the load required to produce the positive center design moment is obtained This load shall be held for not less than three minutes, during this time an inspection shall be made to determine if structural cracking occurs. A five power magnifying glass may be used to locate cracks. If structural cracking does not occur, the requirements of this test will have been met.

F. Center Negative Bending Moment Test:

1. Summary of Test: With the tie supported and loaded as shown in AREMA Chapter 30 , Figure 3-4-9, a load increasing at a rate not greater than 5 kips per minute shall be applied until the load required to produce the specified negative center design moment is obtained. This load shall be held for not less than three minutes, during this time an inspection shall be made to determine if structural cracking occurs. A five power magnifying glass may be used to locate cracks. If structural cracking does not occur, the requirements of this test will have been met.

G. Bond Development, Tension Anchorage, and Ultimate Load Test:

1. Summary of Test: With the tie supported and loaded as shown in AREMA Chapter 30, Figure 30-4-8, a load increasing at a rate not greater than 5 kips per minute shall be until a total load of 1.5P is obtained . If there is no more than 0.001 inch strand slippage determined by an extensometer reading to 0.0001 inch, the requirements of this test will have been met. The measurements shall be made on the outermost tendons of the lower layer. The load shall be increased until ultimate failure occurs.

H. Rail Seat Vertical Load Test

1. Summary of Test: With the tie supported and loaded as shown in AREMA Chapter 30, Figure 30-4-7, a load increasing at a rate not greater than 5 kips per minute shall be applied until the load (P) required to produce the specific rail seat negative moment as delineated in Section 1.03.D.4 of this specification is obtained. This load shall be held for not less than three minutes, during this time an inspection shall be made to determine if structural cracking occurs. A five power magnifying glass may be used to locate cracks. If structural cracking does not occur, the requirements of this test will have been met.

I. Rail Seat Repeated-Load Test

1. Summary of Test: Following the vertical load test for positive moment on rail seat B, the load shall be increased at a rate of at least 5 kips per minute until the tie is cracked from its bottom surface up to the level of the lower layer of reinforcement.

2. After removal of the static rail seat load necessary to produce cracking, and substitution of ¼" -thick plywood strips for those shown in AREMA Chapter 30, Figure 30-4-8, the tie shall be subjected to 3 million cycles of repeated loading with each cycle varying uniformly from 4 kips to the value of 1.1P. The repeated loading shall not exceed 600 cycles per minute. If after the application of 3 million cycles, the tie can support the rail seat load (1.1P), the requirement of this test will have been met.

J. Fastening Insert Test:

1. Summary of Test: The pull-out test shall be performed on each insert as indicated in AREMA Chapter 30, Figure 30-4-11. An axial load of 12 kips shall be applied to each insert separately and held for not less than 3 minutes, during which time an inspection shall be made to determine if there is any slippage of the insert or any cracking of the concrete. Following successful completion of the insert pull-out test, the torque test shall be performed on each insert. A torque of 250 ft-lb shall be applied about the vertical axis of the insert by means of a calibrated torque wrench and a suitable attachment to the insert. The torque shall be held for not less than 3 minutes. Ability of the insert to resist this torque without rotation, cracking of the concrete or permanent deformation shall constitute passage of this test.

K. Fastening Uplift Test:

1. Summary of Test: A 19 inch section of 115 RE rail shall be secured to one rail seat using a complete rail fastening system including pads, clips, and associated hardware, as recommended by the manufacturer of the rail fastening system. In accordance with the loading diagram and method described in AREMA Chapter 30, Figure 30-4-12, an incremental load shall be applied to the rail. The load P (measured load plus unsupported tie weight plus frame weight) at which separation of the rail from pad or pad from rail seat occurs (whichever occurs first) shall be recorded. The load shall then be completely released. A load of 1.5P not to exceed 10 kips shall then be applied. The inserts shall not pull out or loosen in the concrete and no component of the fastening system shall fracture nor shall the rail be released.

L. Electrical Impedance Test:

1. Summary of Test: Secure two short pieces of 115 RE rail to the tie using complete concrete tie fastenings. The rail pieces shall be no longer than the width of the tie. Immerse the complete tie and rail assembly in water for a minimum of 6 hours. Clean contact points on each rail and attach test cables. Apply 10 volts AC 60-hertz potential between the two running rails for 15 minutes, measure the current flow between the two rails, and calculate the impedance by dividing the applied 10 volts by the current flow in amperes. The minimum impedance shall be 20,000 ohms.

3.08 ACCEPTANCE OF DESIGN TESTS FOR FASTENING SYSTEM

A. Fasteners shall be subjected to the acceptance tests as specified below. Failure of fastening system to pass tests will be cause for rejection. Certified laboratory test reports shall be submitted in sufficient detail to the PANYNJ.

B. Acceptance of design testing of the fastening system consists of testing of components cast into the concrete tie, in addition to tests conducted on the external components and consists of the following tests.

C. Tie Pad Test:

1. Summary of Test: The tie pad shall be loaded vertically using a section of 115RE rail and applying a cyclic load varying from 4 to 30 kips at a rate of 4 to 6 cycles per second for a total of 1,000 cycles. A static load shall be applied at a rate between 3 and 6 kips/min. in increments of 1 kip up to a maximum of 50 kips. For each load increment, vertical pad deflection shall be measured to the nearest .0001 inch and recorded values for vertical loads versus deflection shall be plotted on a graph. Spring rate will be calculated as determined by the slope of the line connecting the points representing pad deflections at 24 and 44 kips. The load shall be released and pad deflection and temperature recorded 10 seconds after load removal. The requirements will be met if:
   a. The pad returns to within .002 inch of its original position 10 seconds after load removal;
   b. Spring rate values determined from both pad tests, conducted as part of the design performance tests specified in AREMA Chapter 30, Article 4.9.1.3, do not vary by more than 25%;
   c. Spring rate values determined from initial tests in AREMA Chapter 30, Article 4.9.1.3.a conducted on the three test pads, as part of the design performance tests specified do not vary more than 25%;
   d. Spring rate values determined from final tests in Article 4.9.1.3.h conducted on the two test pads, as part of the design performance tests specified do not vary by more than 25%.

D. Tie Pad Attenuation Test:

1. Test procedure and acceptance criteria are shown in AREMA Chapter 30, Part 2, Section 2.5.2 Test 4B and Figure 30-2-6.

E. Wear/Abrasion Test:

1. Test procedure and acceptance criteria are shown in AREMA Chapter 30, Part 2, Section 2.7 Test 6.

F. Fastening Repeated Load Test:

1. Summary of Test: A 19 inch section of 115 RE rail, from which loose mill scale has been removed by wiping with a cloth, shall be secured to the rail seat in the tie block using a complete rail fastening assembly. Three million cycles of loading shall be applied in accordance with the loading diagram in AREMA Chapter 30, Figure 30-4-13, alternating downward and upward loads at an angle of 20 degrees to the vertical axis of the rail at a rate not to exceed 300 cycles per minute for 3 million cycles. Rupture failure of any component of the fastening system shall constitute failure of the test.

G. Fastening Longitudinal Restraint Test:

1. In accordance with AREMA Chapter 30, Article 4.9.1.12, test procedure and acceptance criteria shall be in accordance with AREMA Chapter 30, Part 2, Section 2.6.2, Test 5B

2. Summary of Test: Conduct test before and after the Rail Fastening Repeated Load Test as detailed in AREMA Chapter 30, Part 2.6.3 Test 5C without disturbing the rail fastening assembly in any manner. A longitudinal pull load shall be applied in increments of .4 kip increments with readings taken of longitudinal rail displacement after each increment. Refer to AREMA Chapter 30, Figure 30-2-8. The rail displacement readings shall be the average of two dial indicator readings measured to .001 inch. The dial indicators shall be placed on each side of the rail with plungers parallel to the longitudinal axis of the rail. The load shall be increased incrementally until a load of 2.4 kips is reached. The load shall not be held for less than 15 minutes. The fastenings shall meet the requirements of this test in either direction of loading. The fastenings will have successfully passed this test if the rail movement is less than 0.2 inch during the loading and initial 3 minute period.

H. Fastener Lateral Load Restraint Test:

1. In accordance with AREMA Chapter 30, Article 4.9.1.13, test procedure and acceptance criteria shall be in accordance with AREMA Chapter 30, Part 2, Section 2.6.4, Test 5D

2. Summary of Test: A 19 inch section of 115 RE rail shall be secured to one rail seat using a complete fastening assembly. The entire assembly shall be supported and loaded as indicated in Figure 30-2-10 of AREMA Chapter 30, Part 2, Section 2.6.4, Test 5D. A preload of 20 kips is to be applied to the rail to seat the rail in the fastening. Upon release of the preload, a zero reading is to be taken on the dial indicators which measure rail translation. Load is to be applied at a rate not to exceed 5 kips per minute until either 41 kips has been applied or the rail base has translated 1/8 inch, whichever occurs first. With all load removed from the rail, a roller nest is to be placed between the fixed loading head and the wood block on the rail head. The roller nest shall not offer resistance to lateral movement of the rail head. After taking zero reading on the dial indicators a load of 20.5 kips shall be applied at a rate not to exceed 5 kips per minute. Inability of the fastening to carry a 41 kip load with 1/8 inch or less or rail translation shall constitute failure. Rail rotation, gauge widening less rail translation, greater than 1/4 inch shall constitute failure of the unrestrained lateral load test. Complete failure of any component of the tie or fastening is cause for rejection.

3.09 DAILY PRODUCTION QUALITY CONTROL TESTS

A. Acceptance Tests:

1. At the start of any production contract, a minimum of 6 rail seat positive, 6 tie center negative, and 6 shoulder pull-out tests shall be undertaken by the manufacturer on randomly selected ties to establish compliance with this specification. After the acceptance test load results are checked, additional loading shall be applied to the ties to produce the first crack greater than 25 mm (1 inch) in vertical length and these loads and crack lengths recorded.

B. Routine Production Testing:

1. Routine acceptance testing shall be carried out on all beds cast. One tie selected from every 200 ties, or fraction thereof from one form, selected at random from each bed cast, shall be load tested as follows:

   a. Center Positive Bending Moment Test as detailed in Section 3.07.E of this specification.

2. If structural cracking occurs in the tests, two additional ties from the same lot shall be subjected to the same test and acceptance of the lot shall be based on the following conditions:

   a. If both retest ties meet the test requirements, the lot shall be accepted.

   b. If either of the retest ties fails to meet the test requirements, the remaining ties shall be tested in accordance with a statistical sampling plan.

3. One tie selected at random from every 200 ties, or fraction thereof, produced each day shall be subjected to testing the distance from the center of track to the center of rail seats by use of a template. The rail seat configuration and shoulder insert location shall be verified.

4. One tie per 1000 cast shall be selected at random from those ties previously subjected to the Rail Seat Positive Bending Moment Test (one of every five of such ties) shall additionally be tested for Bond Development and Tension Anchorage as detailed in Section 3.07.G of this specification.

   a. If strand slippage does not exceed 0.001 inches, the requirements of this test will have been met.

   b. If strand slippage exceeds 0.001 inches, three additional ties shall be tested. If any of the three ties does not meet the requirements of the test, the remaining ties in the lot shall be tested in accordance with a statistical sampling plan.

3.10 DELIVERY

A. Shipping and Handling of Concrete Ties

1. Ship concrete ties with plastic caps or plugs securely installed in all inserts.

2. Securely brace ties for transportation to prevent any movement that could cause damage.

3. Ship ties in a horizontal position, braced with wooden spacer blocks so that the top surface or embedded shoulders do not come into contact with ties loaded above. Do not load ties higher than six layers deep.

4. Do not drop or skid the ties.

B. Shipping and Handling of Fasteners

1. Pack Pandrol fasteners separately in units convenient for handling. The fasteners shall be in weatherproof containers, banded on pallets for forklift handling.

2. All containers for Pandrol e-clips shall be clearly marked with the following: identification of item contained, manufacturer's name, shipping date, number of pieces, designation, and gross weight.

3. All fastener shipments shall be adequately prepared to preclude damage during shipment. Handle all fasteners in a manner which will prevent damage during packaging, loading and transporting.

END OF SECTION

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date , May 12, 2010

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 21166 for Track Panels with Concrete Tiesl

☐ Due back on 05/20/10, no later than 11:00AM

☐ Originally due on 05/20/10, no later than 11:00AM

The following changes are hereby made in the documents:

Change the specification of section 05665:
1. Section 1.01D remove side indent requirements.
2. Section 3.05F Remove the words "as shown on the Contract Drawings" from the second sentence.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: MRT Track & Services

INITIALED: _____

PS11All

DATE: 5/19/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DENNIS KOPIK, WHO CAN BE REACHED AT (212) 435-3931.

PS11AII

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

Date 07/09/2010

REQUEST FOR QUOTATION

Stella - Jones Corporation
P.O. Box 231
167 Seneca Drive
Ripley, WV 25271
Phone - 800/272-8437

Contact person/Telephone
Shanta Nelson/212-435-3980

Collective# / RFQ Number / Bid Due Date
0000021886 / / 08/10/2010
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:
Path
Consolidated Maintenance Shop
Academy Street
Jersey City, New Jersey NJ 07302

Quantity	Description	Unit Price	Total
	Pre-Plated Timber Ties Delivery to: Consolidated Maintenance Facility 120 Academy Street, Jersey City, NJ 07302 Attn: Mr. Bob Reich Note: Delivery must be made between the hours of 7:00 AM and 3:00 PM. Contact Mr. Bob Reich 24 hours prior to delivery at (201) 978-2247 for instructions. ATTACHMENTS: "PORT AUTHORITY TRANS-HUDSON CORPORATION SPECIFICATIONS FOR PRE-PLATED TIMBER TIES FOR TUNNEL WORK" dated April 15, 2010 (4 pgs) and drawings no. PTP-100RB entitled "Pandrol Tie Plate - for use with 100RB Rail, WS 74 entitled "Screw Spike - Style S" & WS 061 entitled "Tunnel Timber Ties" to be made part of this contract. A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding $1,000,000. My firm was certified as a _____on_____. INDICATE DELIVERY LEAD TIME FROM RECEIPT OF PURCHASE ORDER: _____	*No Quote* 08-10-10A11:21 RCVD	
	PAYMENT TERMS		
	PLEASE QUOTE FULLY DELIVERED PRICES	**Total Delivered Price**	

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

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed Kris Hedding - KS Hedding
Firm Name Stella - Jones Corporation
Telephone number 800/272-8437 Date 7/28/10
Fax Number 304/372-1211
Federal Taxpayer ID _____

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY TRANS-HUDSON CORPORATION opens this proposal.

Signed KS Hedding Date 7/28/10
Firm Name Stella - Jones Corporation

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

Date 07/09/2010

REQUEST FOR QUOTATION

Stella-Jones Corporation
P.O. Box 231
167 Seneca Drive
Ripley, WV 25271

RFQ Number / Bid Due Date
/ 08/10/2010

Quantity	Description	Unit Price	Total
	This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department One Madison Avenue, 7th Floor New York, N.Y. 10010 by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays,between the hours of 8 A.M. & 5 P.M., via regular mail,express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.		
250 EA	Pre-Plated Timber Ties		
	PAYMENT TERMS		
	PLEASE QUOTE FULLY DELIVERED PRICES	Total Delivered Price	

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

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Signed Kris Hedding - KS Hedding
Firm Name Stella-Jones Corporation
Telephone number 800/272-8437 Date 7/28/10
Fax Number 304/372-1211
Federal Taxpayer ID

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Signed KS Hedding Date 7/28/10
Firm Name Stella-Jones Corporation

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

Date 07/09/2010

REQUEST FOR QUOTATION

Stella-Jones Corporation
P.O. Box 231
167 Seneca Drive
Ripley, WV 25271

RFQ Number / Bid Due Date
8/10/2010

Quantity	Description	Unit Price	Total
	Invoices for payment must be sent to: Port Authority Trans-Hudson Corporation One PATH Plaza, 9th Floor Jersey City, New Jersey 07306 Attention: Jim Marrone		
	PAYMENT TERMS		
	PLEASE QUOTE FULLY DELIVERED PRICES	**Total Delivered Price**	

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

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed Kris Hedding - KG Hedding
Firm Name Stella-Jones Corporation
Telephone number 800/272-8437 Date 7/28/10
Fax Number 304/372-1211
Federal Taxpayer ID

Bidder Must Sign in Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY-TRANS-HUDSON CORPORATION opens this proposal.

Signed KG Hedding Date 7/28/10
Firm Name Stella-Jones Corporation

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of $100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764 regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764 apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/pdf/PA3764.pdf.
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

PORT AUTHORITY TRANS-HUDSON CORPORATION
SPECIFICATIONS FOR
PRE-PLATED TIMBER TIES FOR TUNNEL WORK
April 15, 2010

1. GENERAL

A. The following specifies requirements for furnishing pre-plated timber ties for use in Tunnel Work to the Port Authority Trans-Hudson Corporation.

B. Timber ties shall be new, 8 feet 3 inches in length, as shown on Drawing No. WS 061, and conform to the AREMA (American Railway Engineering and Maintenance-of-Way Association) Manual, Volume 1, Chapter 30 "TIES," except as modified herein.

C. Tie plates for fastening to timber ties shall be new, of Pandrol design, as shown on Drawing No. PTP-100RB, and conform to the AREMA Manual, Volume 1, Chapter 5 "TRACK," except as modified herein.

D. Screw spikes for fastening plates to ties shall be new, as shown on Drawing No. WS 74, conforming to ASTM Specification A66 and as further specified herein.

E. References to railway, railroad or Railroad Company shall be deemed to mean PATH

2. MATERIAL

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

B. Tie plates shall be new, fabricated from steel made by the basic oxygen, open hearth or electric furnace process. Chemical composition of tie plates shall conform generally to ASTM Specification A67, and as further specified herein.

C. Screw spikes shall be new, and conform to ASTM Specification A66.

3. TIMBER TIES QUALITY AND FABRICATION

A. Ties shall be free from defects that may impair their strength or durability such as decay, splits, shakes, holes, checks, slanting grain, large or numerous holes or knots.

B. Ties shall be straight, well sawed, beveled and cut square at the ends, have bottom and top parallel, and have bark entirely removed.

C. The AREMA Manual Part 3, Section 3.1.1.4 "Inspection", shall govern defect type, size and location for determining acceptability of material.

D. Ties shall be doweled to prevent splitting. Dowels shall be steel; either three or four fluted, 8-3/4 inches long, ½ inch in diameter with 3/8-inch root diameter.

E. Dowels shall be applied to each end of each tie in accordance with AREMA Manual Section 3.1.6 "SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES" and Section 3.1.7 "APPLICATION OF ANTI-SPLITTING DEVICES."

F. Machining for all ties shall be performed in accordance with AREMA Manual Section 3.1.4 "SPECIFICATIONS FOR MACHINING CROSS TIES (1993)."

4. TIMBER TIES DESIGN, CONDITIONING, SEASONING AND TREATMENT

A. Tunnel ties shall be 8 feet 3 inches in length and shall measure 6 inches deep by 9 inches wide in cross section. Ties shall be beveled as shown on Drawing No. WS 061.

B. Thickness, width, and length specified are minimum dimensions for green ties. Dry or treated ties may be one quarter (1/4) inch thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

C. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either by air-drying, Boulton Drying, or vapor drying.

D. The conditioning process shall conform to the AREMA Manual, Part 3, Section 3.6.3 "CONDITIONING PRIOR TO TREATMENT (2002)." The process shall reduce the moisture content of oaks to a level of 50% or less and of the mixed hardwoods to a level of 45% or less.

E. Ties shall be treated with a creosote-coal tar solution in conformance with the AREMA Manual Part 3, Section 3.7.2 "TREATMENT (2002)."

F. Treatment shall provide for a net retention of 7 lbs/cuft minimum.

5. TIE PLATE MANUFACTURE, COMPOSITION, DESIGN AND TESTING

A. Tie plates shall be manufactured in accordance with Article 1.1.2 "MANUFACTURE" of AREMA Manual Chapter 5, Part 1 "Tie Plates".

B. The chemical composition of the tie plate steel shall be within the limits shown in Table 5-1-1 of the AREMA Manual Chapter 5, Part 1, Article 1.1.3 "CHEMICAL COMPOSITION".

C. Tie plate design shall be the Pandrol design for use with "e" series clips, for 100RB rail section, and as shown on Drawing No. PTP-100RB.

D. Testing for analysis and bending properties of the steel shall be performed in accordance with the AREMA Manual Chapter 5, Part 1, Articles 1.1.3.2 and 1.1.4.

E. Tie plates shall be smoothly rolled and free from injurious warp and other imperfections in surface, and projecting fins of metal caused by shearing and punching. Plates shall conform to the dimensions shown on the drawing, subject to the permissible variations shown in Table 5-1-2 of the AREMA Manual.

6. SCREW SPIKE MANUFACTURE AND DESIGN

A. Screw spikes shall be manufactured in accordance with ASTM Specification Standard A66 and as shown on Drawing No. WS 74 for use in Tunnel Track (5-1/8" long, 1" diameter).

7. FASTENING PLATES TO TIES

A. Two plates shall be fastened to each timber tie by utilizing three screw spikes per plate. Two outside (field side) holes and one interior (gage side) hole in each plate shall be used for screw spikes. Plates shall be fastened to ties at such position that will result in a track gage equal to 4'-8 ½"when new 100RB rail is placed in them. The centerline of plates shall coincide with the centerline of ties.

B. All material shall be carefully handled. Use only tools expressly designed for the handling and movement of timber ties. Holes for screw spikes must be pre-drilled using a bit of diameter equal to the root diameter of the screw spike utilized. Holes shall be drilled accurately from and normal to the top surface, which is the widest face farthest from the pith of the tree, whether or not the pith is present in the piece. Ties shall not be drilled through.

C. On each tie, one plate shall be positioned such that the outside shoulder is at a distance of 17" from the end of the tie and the other at the required distance to provide the desired gage. The centerline of plates shall coincide with the centerline of ties. Plates shall be fastened such that the rail will be canted inward (toward the center of the tie) when placed in track. A deviation from true gage of +/-1/8" will be permitted in the completed assembly.

D. Screw spikes shall be driven into the ties through rotary tools expressly designed for screw spike installation. Screw spikes shall not be driven by any type of striking force at any time. Screw spikes shall be driven to bear evenly and firmly on the tie plates but not overdriven. Tie plates shall bear evenly and firmly on the ties.

8. INSPECTION, BANDING AND SHIPPING

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

B. Plated crossties shall be banded in bundles of 20 each. Ties shall be shipped on flatbed trucks for unloading by fork lift or overhead crane.

C. The Manufacturer shall furnish, with each load of ties, a notarized certificate of compliance stating that the ties meet the requirements of these specifications.

9. MEASUREMENT AND PAYMENT

A. Measurement of acceptable material shall be the actual number of each pre-plated timber crossties manufactured and delivered in accordance with the specifications.

B. Payment shall be made for each pre-plated timber tie delivered and accepted in accordance with the specifications, in the amount bid.

C. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vendor at his expense.

END OF SECTION

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158919 MRT TRACK & SERVICES CO , INC +1 (973) 748-889
PO BOX 1589
BLOOMFIELD NJ 07003

Page 1
Date 04/04/2014
User KLEADBEA

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Date 04/04/2014
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Date 04/04/2014
User KLEADBEA

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			ZP	2000058701			12/19/2008	9,998 40	0 00	143118	12/19/2008	12/24/2008	8
			RE	5200674155	4500058979	IN-00038	11/20/2008	9,998 40-	0 00	143118	12/19/2008	12/24/2008	8
			ZP	2000056447			12/09/2008	59,500 00	0 00	142899	12/09/2008	12/15/2008	8
			RE	5200674892	4500056661	IN-00035	10/09/2008	59,500 00-	0.00	142899	12/09/2008	12/15/2008	8
			ZP	2000055939			10/30/2008	193,398 00	0 00	142440	10/30/2008	11/04/2008	9
			RE	5200665128	4500055679	IN-00029	09/30/2008	169,344 00-	0 00	142440	10/30/2008	11/04/2008	8
			RE	5200666395	4500055679	IN-00032	09/30/2008	24,054 00-	0 00	142440	10/30/2008	11/04/2008	8
			ZP	2000055909			10/29/2008	30,380 00	0 00	142409	10/29/2008	11/04/2008	8
			RE	5200667485	4500055675	IN-00018	07/31/2008	30,380 00	0 00	142409	10/29/2008	11/04/2008	8
			ZP	2000053976			06/30/2008	3,325 00	0 00	140698	06/30/2008	07/03/2008	8
			RE	5200641675	4400330703	IN-00014	05/28/2008	3,325 00-	0 00	140698	06/30/2008	07/03/2008	8
			ZP	2000053540			06/05/2008	18,000 00	0 00	140311	06/05/2008	06/11/2008	8
			RE	5200636213	4500056515	IN-00011	04/30/2008	18,000 00-	0 00	140311	06/05/2008	06/11/2008	8
*	Account 158919							0 00	0.00				
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***								0 00	0 00				

R3P (1) (300) lcc2205 INS

Start | Inbox - Microsoft Outlook | SAP Logon Pad 710 | Vendor Line Item Dis... | Document1 - Microsoft... | 11:02 AM

THE PORT AUTHORITY OF NY & NJ

Via Express Mail, Telephone 800 631 1274

February 25, 2014

Mr. Paul Schuler
Atlantic Track & Turnout Co.
270 Broad Street
Bloomfield, NJ 07003

RE: BI-METALLIC COMPOSITE RAIL AND END APPROACHES PER PATH SPECIFICATIONS AND DRAWING. BID NO.: 36212; PURCHASE ORDER NO. 4500064793

Dear Mr. Schuler:

Your bid for the subject Purchase Order has been accepted.

Your facility contact is, Mr. Jim Marrone who can be reached at 201-216-6103. If you have any questions concerning the award of this Purchase Order, please contact me at 201 395-3451.

For invoicing and correspondence purposes, please use Purchase Order 4500064793.

Sincerely,
Larry Waxman
Procurement Executive
Procurement Department

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 3405

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING
BID INFORMATION
ISSUED DATE: 01/10/2014

TITLE: BI-METALLIC COMPOSITE RAIL AND END APPROACHES PER PATH SPECIFICATIONS AND DRAWING.

These services may be funded in whole or in part by the Federal Transit Administration (FTA). Accordingly, the FTA requirements will be required as part of the agreement and will be applicable to the performance of such services.

BID NO.: 36212

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

BID DUE DATE: FEBRUARY 4,, 2014 **TIME: 11:00 AM**

BUYER NAME: LARRY WAXMAN
PHONE NO.: (201) 395-3451
FAX NO.: (201) 395-3425
EMAIL: lwaxman@panynj.gov

02-04-14A11:08 RCVD

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

Atlantic Track & Turnout Co.
(NAME OF BIDDING ENTITY)

270 Broad Street
(ADDRESS)

Bloomfield, NJ 07003
(CITY, STATE AND ZIP CODE)

Paul Schuler Sales Rep 800-631-1274
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

973-748-4520
(FEDERAL TAX I.D. NO.) (FAX NO.)

✓ BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

_____ OTHER (SPECIFY): _____

Rev. 09/07/2010

POF

INVITATION FOR BID

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

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PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. Federal Transit Administration Requirements

This Contract is part of a program funded by the Federal Transit Administration (FTA) and the successful Bidder will be required to comply with the "Federal Transit Administration Requirements" annexed hereto as Attachment A.

3. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope conspicuously marked with the Bidder's name, address, and Vendor Number, if available. In addition, the outside of the package must clearly state the Bid Title, the Bid Number and the Bid Due Date. Failure to properly label submissions may cause a delay in identification,

misdirection or disqualification of the submissions. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

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

4. Vendor Profile

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

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 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 in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein. As used herein, the term "Port Authority" shall mean the Port Authority of New York and New Jersey acting on behalf of PATH.

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

7. Acceptance or Rejection of Bids

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

8. Bidder's Questions

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Contracts Specialist listed on the Cover Sheet of this document. The Contracts Specialist is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port Authority and will 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 partnership, or a joint venture, a statement of the names and residences of its officers, partners, or authorized representatives, as applicable, should be submitted on the "Name and Residence of Principals Sheet", directly following the Signature Sheet in Part IV.

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 Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders 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. 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. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:

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

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

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

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

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

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any

other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.

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

c. 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.

d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."

f. In the event that the Bidder's performance on a current or past Port Authority or PATH contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority and PATH that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

14. Facility Inspection

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

15. Available Documents - General

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

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

16. Pre-award Meeting

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

17. Disadvantaged Business Enterprises (DBE's)

This Solicitation is subject to the United States Department of Transportation regulations on Disadvantaged Business Enterprises (DBE's) contained in Part 26 of Title 49 of the Code of Federal Regulations. The requirements for the DBE Program are located in Part III of this Solicitation.

For more information on the Port Authority certification process, please refer to the following website: http://www.panynj.gov/business-opportunities/sd-become-certified.html.

18. Certification of Recycled Materials

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

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

a. Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".

c. "Pre-consumer Material" shall be defined as 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" shall be defined as 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" shall be defined as 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" shall be defined as 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.

19. 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.

20. 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

21. 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. Service(s) Required

BI-METALLIC COMPOSITE CONTACT RAIL AND END APPRACHES ,84C SECTION C05653 REVISED 1 NOV. 2006 FURNISH AND DELIVER , as more fully described in the Specifications, located in Part V of this Contract.

2. Delivery Location(s)

PATH HARRISON RCAR MAINTENANCE FACILITY, HARRISON, NJ as more fully described in the Contract Specific Terms and Conditions, located in Part III of this Contract.

3. Delivery Date:

The date of delivery shall be coordinated with Port Authority as more fully defined in Part III – "Contract Specific Terms and Conditions", hereof.

FOB Delivery Point.

4. Expected Contract Commencement Date:

ON OR ABOUT MARCH 1, 2014

5. Contract Type:

COMMODITY

6. Duration of Contract:

150 DAYS and in accordance with the Progress Payment Schedule in Part III of this Contract.

7. Available Documents

NONE

8. Facility Inspection

NOT APPLICABLE

9. Specific Bidder's Prerequisites

a. The Bidder shall have had at least THREE (3) years of continuous experience immediately prior to the date of submission of its bid in the MANUFACTURE AND DELIVERY OF BI-METALLIC COMPOSITE CONTACT RAIL and during that time have actually engaged in providing said or such equipment 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 total of at least THREE (3) year(s) of experience immediately prior to the date of the submission of its bid in MANUFACTURE AND DELIVERY OF BI-METALLIC COMPOSITE CONTACT RAIL and were actually engaged in providing such equipment 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 equipment during that time period.

b. During the time period as stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least ONE (1) SUCCESSFUL contract(s) requiring similar equipment and services 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 prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. 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.

10. 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 subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense. Staff that are rejected for a credential for any reason are not reimbursable.

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

11. FTA Bid Submission Requirements:

The following items are additional bid submittal requirements and are contained within the Federal Transit Administration (FTA) Requirements and/or the 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. Buy America – Certification Requirement For Procurement of Buses, other Rolling Stock And Associated Equipment (Rolling Stock)
6. Certificate of Cost and Pricing Data contained in Part IV Pricing Sheet(s)
7. Appendix A1 DBE Goals Statement in accordance with Part III clause entitled "DBE Program"
8. Appendix A2 DBE Participation Plan and Affirmation Statement
9. Appendix A3 Information on Solicited Firms

12. Contract Submission Requirements

The following shall be submitted for approval within THREE (3) BUSINESS DAYS after Contract Award:

SHOP DRAWINGS / SPECIFICATIONS

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, 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 the Standard Terms and Conditions contained in this Contract.

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 shall mean the United States of America.

UMTA or FTA - shall 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 - shall mean the United States Department of Transportation.

DCAA - shall mean the Defense Contract Audit Agency.

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

Engineer - means the Chief Engineer of the Authority acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

Investigation - 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) – shall mean the goods, merchandise, supplies, equipment, services or articles specified.

Manufacturer – shall mean the person or entity who will actually build the specific item to be provided as described herein

4. Delivery Requirements

Delivery shall be FOB delivered, the Contractor shall bear all cost of freight and insurance for delivery to the Port Authority. Delivery locations shall be coordinated with PATH. 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 and/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. Delivery Schedule

The Port Authority requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
BI-METALLIC COMPOSIT CONTACT RAIL AND END APPROACHES		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
1	2 SETS SHOP DRAWINGS /SPECIFICATIONS	THREE DAYS

ITEM 2	SAMPLE	THIRTY DAYS
ITEM	290 EACH FINISHED RAIL	ONE HUNDRED TWENTY DAYS

6. Progress Schedule

Within THREE (3) DAYS calendar days after receipt of Contract award, the Contractor shall prepare a detailed progress schedule, based on the schedule below and the additional items listed in Part V of this Contract, for the approval of the Engineer. The progress schedule shall show the date for the commencement and completion of the different portions of the Contract. After the approval of the schedule, no changes shall be made therein without the written approval of the Engineer. Approval of any progress schedule shall not relieve the Contractor of his obligation to complete the Contract by the time required in the Contract, even though the schedule approved may be inconsistent with such completion, nor shall it constitute a representation by the Authority that the Contractor will be able to proceed or complete in accordance with the schedule.

PATH 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.

7. 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 he 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, riot, 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.

8. 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 of such merchandise to the Port Authority.

9. 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 PATH. All equipment stored by the Contractor shall be individually marked and identified in a conspicuous manner "Property of the Port Authority of New York and New Jersey. 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 PATH 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.

10. 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, which shall state:

a) The starting and ending dates of the delivery; and
b) The payment milestone that the Contractor is billing for.

All invoices shall be mailed to the address depicted on the Contract.

11. 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), 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 computation 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 shall be made in accordance with the milestone payment schedule set forth below, minus any deductions and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in area, quantity or frequencies, if applicable.

   Within thirty (30) days after completion of each milestone and receipt of invoice, the Port Authority will pay the Contractor according to the DELIVERY Schedule set forth below (the Contractor shall not proceed to the next milestone before the prior milestone has been satisfactory completed, i.e. commissioned and accepted):

b) 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.

c) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent payments payable to the Contractor hereunder.

"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.

12. Default- Delays

If the Contractor fails to perform in accordance with the terms of this Contract, the Authority may obtain the goods or services from another Vendor and charge the Contractor the difference in price and a reletting cost, if any, plus any other damages that the Port Authority may deem appropriate.

13. Liquidated Damages

NOT APPICABLE

14. 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, the said warranty being given only for the greater assurance of the Port Authority. In addition, the Contractor shall provide the following specific warranties to the Port Authority:

- Contractor shall correct any application software or hardware errors or omissions within forty-eight (48) hours of notification by PATH during the warranty period;

- All equipment shall be warranted for two (2) years from date of in-service installation or three (3) years from date of delivery to PATH; whichever is longer.

- Contractor agrees that it will make available to PATH replacement equipment, parts and service of equipment either under the warranty set forth, above, or through purchase for (5) years from the date of installation. If the Contractor discontinues manufacturing or support of any product supplied, Contractor shall provide PATH with the latest drawings, parts lists, Contractor contacts and PATH shall have the right to have the product or services manufactured or provided by any other source at PATH discretion without any additional fees.

15. Insurance Procured by the Contractor

NOT APPLICABLE

16. Materials and Workmanship

All Item(s) and/or Service(s) shall be manufactured and/or provided in accordance with the best current practice in the industry and free from defect. All Item(s) and/or Service(s) shall at all time and places be subject to the inspection of the Engineer. Should any Item(s) or Service(s) 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 item(s) shall be new item(s).

17. Inspection and Acceptance

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

18. Errors and Omissions

If the Contractor discovers any errors or omissions in the Specifications or in the Work undertaken and executed by him, he 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, he shall do so at his own risk, and the work so done shall not be considered as work done under and in performance of this Contract.

19. Approval by the Engineer

The approval by the Engineer of any item(s) 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 item(s). 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).

20. 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 30 days from the date of receipt by the Seller of a notification of change: provided, however, that nothing in this section, "Changes," shall excuse the Seller 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.

21. Variations in Quantity

The quantities set forth in the Price Schedule are estimates; actual total quantity purchased may be greater or lower. The Port Authority reserves the right to increase or decrease the quantity of Items called for under this Contract at the Unit Prices specified. The Port Authority may exercise the option to vary the quantity by written notice to the Contractor. Delivery of the additional quantity of Items shall continue at the same rate as the like items called for under the Contract, unless the parties otherwise agree. All items to be added shall be set forth in a Change Order.

22. DBE Program

This Contract is subject to the United States Department of Transportation regulations on Disadvantaged Business Enterprises (DBE's) contained in Part 26 of Title 49 of the Code of Federal Regulations. The following goal for DBE participation has been set for this Contract:

NOT APPLICABLE for firms owned and controlled by socially and economically disadvantaged individuals[1] and certified as DBE's by the Authority. Eligible DBE firms are listed on the following Uniform Certification Programs (UCPs) websites:

New York UCP – http://www.nysucp.net/

New Jersey UCP – http://www.njucp.net/

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

The bidder shall submit with his Proposal the DBE Participation Plan and Affirmation Statement (Appendix A2) for each DBE firm he 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.

A bidder who fails to meet the DBE goal for this Contract and fails to demonstrate to the Authority that the bidder has made good faith efforts to meet same shall not be eligible to be awarded the Contract. The following are illustrative of good faith efforts:

A. Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation;
B. Advertisement in general circulation media, trade association publications, and minority-focused media for at least 20 days before bids or proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable;
C. Written notification to DBEs that their interest in the Contract is solicited;
D. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal;
E. Efforts to negotiate with DBEs for specific sub-bids including at a minimum;
    1. The names, addresses, and telephone numbers of DBEs that were contacted;
    2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and

[1] Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. A bidder may meet the DBE goal by using any combination of disadvantaged businesses.

3. A statement of why additional agreements with DBEs were not reached;

F. Concerning each DBE, the bidder contacted but rejected as unqualified, and the reasons for the bidder's rejection;

G. Efforts made to assist the DBEs contacted that need assistance in obtaining bonding or insurance required by the bidder or Authority.

The bidder shall submit with his Bid the completed Information on Solicited Firms form (Appendix A3) listing every firm that provided a quotation to the bidder for any subcontract to be performed under this Contract, whether or not the firms are DBE certified and whether or not the firms' quotes were included in the final Bid.

23. Attachment A – Federal Transit Administration Requirements - (Attached)

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

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2. NAME AND RESIDENCE OF PRINCIPALS SHEET 3
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   Entry of Prices 4
   Pricing Sheet 5

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

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 90 days after the date on which the Port Authority opens this bid.

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

02-04-14A11:08 RCVD

Bidding Entity Atlantic Track & Turnout Co.

Bidder's Address 270 Broad St.

City, State, Zip Bloomfield, NJ 07003

Telephone No. 800-631-1274 FAX 973-748-4520

Email pschuler@atlantictrack.com EIN# [redacted]

SIGNATURE Paul Schuler Date 1-31-14

Print Name and Title Paul Schuler Sales Rep

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

Paul Schuler
Signature of Person Signing Above

ACKNOWLEDGEMENT:

STATE OF: New Jersey

COUNTY OF: Essex

On this 31 day of January, 2014, personally came before me, Paul Schuler, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

LORI BETH DELLANNO
ID # 2377222
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/26/2018

Lori Beth Dellanno
Notary Public

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

Atlantic Track is an ESOP [Employee Owned] therefore no entity or person has 10% or greater ownership.

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Pricing Sheet

Item No.	Description	Estimated Qty	Unit	Unit Price	Total Price
1	BI METALLIC COMPOSITE CONTACT RAIL 39 FEET PER SPECIFICATIONS AND DRAWING.	290 EACH	X	$ 1739.00	$504,310.00
2	BI-METALLIC END APPROACHES 7 FEET-6 INCH PER SPECIFICATIONS AND DRAWING	30 EACH	X	$548.80	$ 16,464.00
3	ALUMINUM SPLICE BARS 22 INCH LONG PER SPECIFICATIONS AND DRAWING	290 PAIRS	X	$ 67.48	$ 19,569.20
1+2 +3 = 4	**ESTIMATED TOTAL DELIVERED CONTRACT PRICE:**				$540,343.20

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

100 DAYS after return of approval drawings

Bidder shall certify in the form prescribed below that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete and current.

02-04-14A11:08 RCVD

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE TOTAL LUMP SUM BID PRICE.

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably black where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s).

d. All Bidders are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Estimated Total Delivered Contract Price, as required, based upon the applicable Unit Price 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 Estimated 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".

CERTIFICATE OF CURRENT COST OR PRICING DATA:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to The Port Authority of NY & NJ or to The Port Authority of NY & NJ's representative in support of:

Bid No. 36212 are accurate, complete, and current as of 01/31/2014*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and The Port Authority of NY & NJ that are part of the bid.

Firm: Atlantic Track & Turnout

Name: Paul Scholer

Title: Sales Rep

Date: 01-31-2014

02-04-14A11:08 RCVD

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PART V – SPECIFICATIONS

1. Item(s) and/or Service(s) Required by the Specifications

These Specifications relate generally to the supplying and delivery of BI-METALLIC COMPOSIT CONTACT RAIL AND END APPROACHES

Detailed Specifications

A) BI-METALLIC COMPOSIT CONTACT RAIL AND END APPROACHES, DIVISION 5, SECTION C05653, DATE C04/08/02 REVISED: 1 NOV. 2006. SIX (6) PAGES

B) DRAWING NUMBER C920, DATED SEPTEMBER 16, 2008

BID#

DIVISION 5

SECTION C05653

BI-METALLIC COMPOSITE CONTACT RAIL AND END APPROACHES

C04/08/02
Revised: 1 Nov. 2006.

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section specifies furnishing all labor, materials, and equipment for the manufacture, fabrication, testing, and delivery of bi-metallic composite contact rail and end approaches for the Port Authority Trans-Hudson Corporation.

B. Bi-metallic composite contact rail and end approaches shall be manufactured from steel base rail of 84C Section clad with equal amounts of aluminum extrusion on each side of the web, as shown in the Drawings and as specified.

1.02 REFERENCES

A. The following is a list of publications referred to in this Section:

1. American National Standards Institute ANSI/ASQC Standard C-1, Specification of General Requirements for a Quality Manual, latest revision.

2. American Society for Testing and Materials (ASTM), latest versions:

   a. ASTM B317-00 Standard Specification for Aluminum-Alloy Extruded Bar, Rod, Tube, Pipe, and Structural Profiles for Electrical Purposes (Bus Conductor)

1.03 SUBMITTALS

A. Before the start of manufacturing bi-metallic composite contact rail and end approaches submit to the Engineer for approval Shop Drawings and other data including design calculations and catalogue cuts required by the Specifications or necessary to adequately perform the work.

B. Shop Drawings shall show the general arrangement and such details as are necessary to provide a comprehensive description of the Bi-metallic composite contact rail and end approaches.

C. Catalogue cuts shall describe the bi-metallic composite contact rail interface and butt end coating materials.

D. Furnish Shop Drawings on sheets measuring 22 inches by 34 inches.

E. Furnish design calculations and other required data on standard 8-1/2 by 11-inch sheets printed on one side only.

F. Before the start of manufacturing bi-metallic composite contact rail and end approaches submit to the Engineer for approval not less than two identical samples of the bi-metallic composite contact rail, measuring a minimum of one foot long. Label each sample indicating:

1. Purchase Order number.

2. Name of Vendor.

3. Material or equipment represented.

4. Source.

5. Name of producer and brand.

6. Reference specification section and article numbers.

7. Mill certification for the steel base rail.

8. Foundry certification for the aluminum extrusions.

1.04 QUALITY CONTROL

A. Establish a Quality Control Program regulating methods, procedures, and processes to ensure compliance with standards of quality required by this Specification. The Quality Control Program will be subject to audit for conformance. The program shall be in accordance with the current ANSI/ASQC Standard C-1.

B. Records of all inspection and testing by the manufacturer shall be kept complete and available to the Engineer for review during the performance of the work and for longer periods required by this Specification.

C. If the bi-metallic composite contact rail and end approaches manufacturer does not normally prepare materials in its own plant(s) it is acceptable to have proprietary materials prepared at another non-owned facility. This facility shall be subject to the same Quality Assurance procedures and systems the manufacturer uses in its own facilities and shall be subject to audit by the Engineer.

D. The bi-metallic composite contact rail and end approaches manufacturer will be permitted to conduct testing in-house if the manufacturer's laboratory and testing facility is certified to National Institute of Standards and Technology (NIST) standards.

E. Products and materials incorporated into the bi-metallic composite contact rail and end approaches will be subject to inspection by the Engineer at the Vendor's facilities, the place of manufacture, the shipping point, and at the shipping destination.

F. Give the Engineer a minimum of 14 days notice prior to the start of fabrication of bi-metallic composite contact rail and end approaches to make arrangements for inspections. Notice shall include the name and address of the fabrication facility and the name and telephone number of the individual at the facility to be contacted.

G. Inspection and testing by the Engineer will be performed in such a manner as not to unduly delay the work.

H. Give the Engineer sufficient notice of when any testing is proposed in order to have the option of witnessing the tests. Provide the Engineer free entry at all times to the place of manufacture while work on this Order is being performed.

I. Whether or not the Engineer inspects or tests any materials, the Vendor will not be relieved from any responsibility regarding defects or other failures to meet the requirements of the specifications, nor will such inspection or testing be considered as a guarantee of acceptance of any material which may be delivered later.

PART 2 – PRODUCTS

2.01 BI-METALLIC OMPOSITE CONTACT RAIL

A. Bi-metallic composite contact rail and end approaches shall consist of 84C section steel base rail with aluminum extrusions fastened on both sides of the web manufactured by Atlantic Track & Turnout Co., 270 Broad Street, Bloomfield, New Jersey 07003, or approved equal.

B. 84C steel base rail and aluminum extrusions shall be fastened together at intervals not to exceed 18 inches

C. The bi-metallic composite contact rail fastening system shall maintain the aluminum extrusions and the steel base rail in intimate, stable electrical contact over a temperature range of –25 degrees F to 220 degrees F. Thermal expansion or contraction within this temperature range shall not exceed yield points of any of the composite rail or fastener components.

D. If the bi-metallic composite contact rail fastening system is to be a tension lock type, it shall be Huck Bolt and Collar, all galvanized, or approved equal.

2.02 STEEL BASE RAIL

A. Steel base rail for bi-metallic composite contact rail and end approaches shall be 84C section manufactured by Steel of West Virginia, Inc., 17th Street and 2nd Avenue, Huntingdon, West Virginia 25703, or approved equal.

B. 84C Section steel base rail shall be new No. 1 rail free of all injurious imperfections.

C. Chemical composition of steel base rail shall be:

1.	Carbon:	0.64 to 0.77 percent
2.	Manganese:	0.60 to 0.90 percent
3.	Phosphorus:	0.04 percent, maximum
4.	Sulphur:	0.05 percent, maximum
5.	Silicon:	0.10 to 0.35 percent
6.	Copper:	0.50 percent, maximum

D. Brinell hardness of steel base rail shall be 220 or higher.

E. Marking and stamping on the web of steel base rail will not be allowed.

F. Control cooling of steel base rail will not be required.

G. Steel base rail shall be free of shatter cracks.

H. Steel base rails shall be 39 feet in length when measured at a temperature of 60 degrees F with a tolerance of plus 1/2-inch.

I. Steel base rail shall have an upsweep limited to 3/4-inch in 39 feet with no down sweep allowed and a deviation form straightness of less than 1/8-inch in 10 feet.

J. All rails after finishing shall be smooth on heads and bases, straight in line and in surface, without twists, kinks or waves.

2.03 ALUMINUM EXTRUSION

A. Aluminum extrusion shall be of uniform dimension and shall be a high mechanical strength/high electrical conductivity 6101-T6 alloy conforming to ASTM B317.

B. Aluminum extrusions shall be so formed as to:

1. Discourage water ingress to the interface between the aluminum extrusion and the steel base rail.

2. Permit intimate contact with web of the steel base rail or with the fillets of the head and the base of the steel base rail and assure a positive electrical connection for current flow between the steel base and aluminum extrusion.

3. Permit standard rail tongs to grasp the head of the composite rail for lifting the composite rail without damage to the aluminum extrusion.

4. Provide adequate cross sectional area to meet the specified electrical requirements.

2.04 ELECTRICAL REQUIREMENTS

A. Composite contact rail shall be a low-resistance conductor with a resistance not greater than 0.002 ohms per 1,000 feet at 20 degrees C. The current distribution between the steel and the aluminum shall be inversely proportional to their respective resistivities.

B. Composite contact rail shall be able to withstand a fault current of 200,000 amps DC for 100 milliseconds with no mechanical or thermal damage.

C. Composite contact rail shall be capable of carrying a minimum of 5,000 amps continuous current without exceeding a temperature rise of 40 degrees C above 40 degrees C ambient in still air.

2.05 END APPROACHES

A. Contact rail end approach shall consist of sections of the steel base rail as shown in the Drawings and as specified, cut and welded to provide a smooth transition for the collector shoe onto the composite contact rail.

B. End approaches shall be supplied in 7-foot 6-inch lengths, or to length shown on the Drawings.

C. The mating end of each end approach shall be drilled as shown in the Drawings.

D. The mating end of each end approach shall be provided with sufficient lengths of aluminum extrusion fastened to the web to allow the attachment of a splice joint assembly.

2.06 RUST INHIBITING COATINGS

A. Bi-metallic composite contact rail interface coating shall be NO-OX-ID Type A-Special manufactured by Sanchem, Inc., 1600 S. Canal Street, Chicago, Illinois 60616, or approved equal.

B. Bi-metallic composite contact rail butt end butt coating shall be NO-OX-ID Type A manufactured by Sanchem, Inc., 1600 S. Canal Street, Chicago, Illinois 60616, or approved equal.

PART 3 – EXECUTION

3.01 STEEL BASE RAIL

A. Steel base rail shall be sandblasted its entire length on both sides prior to application of aluminum extrusions. The surfaces of the steel base rail that mate with the aluminum extrusion shall be cleaned to a bright finish, free of all rust and scale. This operation must be performed no more than 12 hours prior to assembly.

B. All steel base rail interface surfaces shall be liberally coated with NO-OX-ID Type A-Special oxide inhibiting compound.

3.02 PUNCHING AND DRILLING

A. Bi-metallic composite contact rail and end approaches shall be drilled and punched as shown in the Drawings and as specified.

B. Punching of fastener holes in the steel base rail and aluminum extrusions, except for the splice plate holes at each end of each composite contact rail length, will be permitted under the following conditions:

1. The manufacturer shall demonstrate that the punching operation will have no detrimental effect on aluminum extrusion to steel base rail contact resistance.

2. The manufacturer shall demonstrate that the punching operation will cause no detrimental deformation of the aluminum extrusion at the interface with the steel base rail that will interfere with proper functioning of any part of the fastening system or encourage ingress of water.

C. Splice plate holes at the end of each composite contact rail length shall be drilled after assembly of the aluminum extrusions to the base rail to assure exact alignment of the holes.

D. The manufacturer shall prove exact alignment of the splice plate holes by pushing through each hole a mandrill of diameter no more than 0.005 inches smaller than the hole diameter and certify that this test was successful on all rail lengths shipped.

E. Punching or drilling of the composite rail sections after assembly of the aluminum extrusion to the base rail will not be permitted.

3.03 BUTT END COATING

A. After completion of drilling the splice plate holes, completely fill holes and coat the bi-metallic composite contact rail butt ends with NO-OX-ID Type A oxide inhibiting compound.

3.04 TESTING

A. Prior to shipment of any bi-metallic composite contact rail test two pieces of fully assembled contact rail, each piece not less than 4 feet in length, to demonstrate adequacy and stability of electrical contact between the aluminum extrusions and the steel base rail.

B. The test procedure on each test piece of bi-metallic composite contact rail shall be as follows:

1. At a constant ambient temperature accurately measure the electrical resistance of the full length of the test piece.

2. Lower the rail temperature to –25 degrees F for 30 minutes and measure the electrical resistance of the test piece.

3. Raise the rail temperature to 220 degrees F for 30 minutes and measure the electrical resistance of the test piece.

4. Separate chambers shall be used for the extreme temperature conditions. The air temperature of the two chambers shall be held at each of the extreme temperatures by means of circulation and sufficient hot or cold-chamber thermal capacity so that the ambient temperature shall reach the specified temperature within 2 minutes after specimens have been transferred to the appropriate chamber.

5. This procedure shall be repeated for a minimum of 10 cycles.

C. If any measurement of electrical resistance on either of the two test pieces does not conform to the specified electrical requirements adjusted for temperature the Vendor shall provide two additional test pieces and perform the full test procedure on each of them.

D. If a second measurement of electrical resistance on any test piece does not conform to the specified electrical requirements adjusted for temperature the entire lot of manufactured bi-metallic composite contact rail will be rejected.

E. Submit to the Engineer for approval a written proposal for modifying the design or manufacturing process to meet the specified requirements.

F. Prior to shipment of any modified bi-metallic composite contact rail test two pieces of fully assembled contact rail, each piece not less than 4 feet in length, in accordance with the above test procedure

G. Three certified copies of all tests, including original data calculations and interpretation of results, shall be furnished to the Engineer.

3.05 MARKING

A. Each length of composite contact rail and each end approach shall have the manufacturer identification and date of manufacture (month and year) permanently die stamped on the outer face of the aluminum extrusion outside of the splice joint area.

3.06 DELIVERY, HANDLING AND STORAGE

A. Composite contact rails shall be loaded with heads up with all Huck collars facing the same direction and with a minimum of five 2-inch x 6-inch common stock wood separators placed between tiers. The wood separators shall be placed 5 feet from the each end, at the center, and the equidistant between the center and end separators of each composite contact rail length.

B. Composite contact rail shall arrive at destination in the same condition as when loaded at the manufacturer's plant.

C. End approaches shall be banded with 1-inch steel banding on wooden pallets with separators between tiers. Pallets shall have only two tiers.

D. End approaches shall arrive at destination in the same condition as when loaded at the manufacturer's plant.

END OF SECTION C05653

1. STANDARD CONTRACT TERMS AND CONDITIONS

Disadvantaged Business Enterprise – The requirements for the Disadvantaged Business Enterprise (DBE) program are set forth in U.S. Department of Transportation (DOT) Title 49 Code of Federal Regulations Part 26 (49 CFR Part 26) and is incorporated into this Agreement by reference.

2. PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,

Disadvantaged Business Enterprise (DBE) Good Faith Effort

The Contractor shall use every good-faith effort to provide for participation by certified Disadvantaged Business Enterprises (DBEs) as herein defined, in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services. Although no DBE goal has been assigned to this contract, in the event that any portion of the work is subcontracted, the contractor will make a good-faith effort to retain DBEs.

Good Faith efforts to include participation by DBEs shall include the following:

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such DBEs as may be appropriate.

c. Soliciting services and materials from New York or New Jersey certified DBEs. See Section b. below for the UCP directories.

d. Ensuring that provision is made to provide progress payments to DBEs on a timely basis.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

This regulation applies to all agreements that include any federal funds; therefore the Contractor agrees to include the clauses cited below in all agreements for this project and to enforce such clauses. With regards to paragraph 2) below, the Contractor agrees to pay each subcontractor within seven (7) days of receipt of payment from the Authority.

a. The Contractor agrees to include the following clauses (printed in *Italics*) in all agreements and subcontracts:

1. *The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability or sex in the performance of this contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted agreements. This regulation is incorporated into this agreement by reference. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Authority deems appropriate. This provision shall likewise apply to each subcontractor at each tier.*
2. *The Contractor agrees to pay each subcontractor on this project for satisfactory performance of its subcontract no later than seven (7) days from the receipt of each payment received from the Authority or within such later period as is provided in the subcontract.*
3. *49 CFR Part 26 is incorporated into this Agreement by reference.*

b. Assistance is available from the Authority's Office of Business Diversity and Civil Rights to identify DBE firms and to answer any questions related to the preparation and submission of the DBE Participation Plan and Affirmation Statement (Attachment C). Questions can be addressed to Quinzell McKenzie at (212) 435-7815 or email at qmckenzi@panynj.gov. The Authority through the New York State and New Jersey Uniform Certification Programs (UCP) maintains Directories identifying all DBE firms. The Directories list the DBE firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. Each state UCP revises the Directory periodically. The Authority makes the Directories available as follows:

1. *New York State UCP Directory: www.nysucp.net*
2. *New Jersey UCP Directory: www.njucp.net*

The Contractor shall not make changes to its approved DBE Participation Plan or substitute DBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of DBE participation goals set forth herein will be monitored throughout the duration of this Contract.

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

3. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability or sex 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 contracting agency deems appropriate.

ATTACHMENT C

THE PORT AUTHORITY OF NY & NJ – OFFICE OF BUSINESS DIVERSITY AND CIVIL RIGHTS
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): _____

N/A

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 _____.

AFFIRMATION

The above-named DBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: _____ Date: _____
Signature of DBE and Title

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.

By: _____ Date: _____
Signature of Bidder and Title

FOR OBDCR USE ONLY

Contract Goals: ☐ Approved ☐ Rejected ☐ Preliminary Plan Approved
Reviewed By: _____
OBDCR Business Development Representative
Signature: _____ 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.

APPENDIX A3

INFORMATION ON SOLICITED FIRMS

The bidder must complete this form for itself and for all firms which gave the bidder a quotation for any work planned to be subcontracted regardless of whether they are ultimately chosen to participate in the Contract. Provide the information required below for every firm that provided a bid or a quote for a subcontract – even if the bid or quote from the firm is not used in the preparation of the final Proposal.

Name of Firm	Address of Firm	Phone Number	Contact Person	Firm Age	Annual Gross Revenue Range NOTE: See Footnote Below	DBE Certified (Yes/No)
AtlanticTalk	Bloomfield, NJ	800-631-1274	Paul Schuler	4/6	Over $5 million	NO

Footnote: Annual Gross Revenue Ranges: Less than $500,000; $500,000 - $1 Million; $1 - $2 Million; $2 - $5 Million; Over $5 Million - Select the category that best identifies the annual gross revenue of the solicited firm.

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1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

As used herein, the term "Agreement" shall mean "Contract". This Agreement is anticipated to be partially funded by United States Department of Transportation's Federal Transit Administration (FTA).

Anything to the contrary herein notwithstanding, all mandated terms by the FTA 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 FTAterms and conditions.

Each and every provision required by the FTA 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 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

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, 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 apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within the this docuemnt are minimum requirements, unless modified by the FTA or subagency thereof.

3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

A. This Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work

to be performed under the contract may, without some form of restriction on future activities; result in an unfair competitive advantage to the Contractor.

1.) The Contractor shall 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.

B. The Contractor, by submitting its bid or proposal, agrees 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.

C. 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 an Authority prime 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. CERTIFICATION - DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. 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 it enters into.

By signing and submitting its bid or proposal, the proposer 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 proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A. FTA requires that each potential Contractor, for major third party contracts, complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" for itself and its 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 itself and its principals. Copies of the required Certification forms and accompanying instructions are set forth following the clause herein entitled "Integrity Monitor".

B. In the event that the Contractor has certified prior to award that it 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.

C. 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.

D. 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.

E. The originals of any Certifications or correspondence relating hereto shall be sent by the Contractor to the Director of Procurement, One Madison Avenue, 7th Floor, New York, NY 10010.

F. 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.

G. As required by FTA, the Contractor and its 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 its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6. CERTIFICATION - LOBBYING RESTRICTIONS –CONTRACTS EXCEEDING $100,000

A. Definitions as used in this Clause:

1.) "Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1). As used in the Certification set forth following the clause herein entitled "Integrity Monitor" t, it also includes any other public agency.

2.) "Covered Federal action" means any of the following Federal actions:

a. The awarding of any Federal contract;
b. The making of any Federal grant;
c. The making of any Federal loan;
d. The entering into of any cooperative agreement; and
e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. As used in the above referenced Certification, it includes the award of the contract with which it is associated.

3.) "Indian tribe" and "tribal organization" have the meaning provided in Section 4 of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan natives are included under the definitions of Indian tribes in that Act.

4.) "Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employees of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

5.) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an

intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government. It also includes a bi-state agency.

6.) "Officer or employee of an agency" includes the following individuals who are employed by an agency:

a. An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment;
b. A member of the uniformed services as defined in section 101(3), title 37, United States Code;

7.) A special government employee as defined in Section 202, title 18, United States Code;

a. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code Appendix 2; and
b. An employee of a bi-state agency.

8.) "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian Organization with respect to expenditures specifically permitted by other Federal law.

9.) "Reasonable Compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

10.) "Reasonable Payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

11.) "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal Contract. The term excludes an Indian Tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

12.) "Regularly Employed" means, with respect to an officer or employee of a person requesting or receiving a Federal Contract, an officer or employee who is employed by such person for at least one hundred and thirty (130) working days within one (1) year immediately preceding the date of the

submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than one hundred and thirty (130) working days within one (1) year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for one hundred and thirty (130) working days.

13.) "State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-state, regional, or interstate entity having governmental duties and powers.

B. Prohibition

1.) Section 1352 of Title 31, United States Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. For the purposes of the Certification included herein following the clause entitled "Integrity Monitor", it includes the award of the associated contract.

2.) The prohibition does not apply as follows:

a. Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B.1.) of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or the contract associated with the certification if the payment is for agency and legislative liaison activities not directly related to a covered Federal Action.

(ii) For purposes of subparagraph B. 2.) a.(i) of this Section, providing any information specifically requested by an agency or Congress is allowable at any time.

(iii) For purposes of subparagraph B. 2.) a.(i) of this Section, the following agency and legislative liaison activities are allowable at any time only where they are not related to specific solicitation for any covered Federal action.

(a.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sales and service capabilities; and,

(b.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) For purposes of paragraph B. 2)a.(i) of this Section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(a.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(v) Only those activities expressly authorized by subparagraph B. 2)a. of this Section are allowable under subparagraph B. 2)a.

b. Professional and Technical Services by Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract or the contract associated with the certification if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that contract.

(ii) For purposes of subparagraph B. 2.) b. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or

proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subparagraph B. 2.) b. this Section are allowable under subparagraph B. 2.) b.

c. Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

d. Professional and Technical Services by Other than Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. 1.) of this Section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(ii) For purposes of subparagraph B. 2.) d. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(v) Only those services expressly authorized by subparagraph B. 2.) d. of this Section are allowable under subparagraph B. 2.) d.

C. Disclosure

1.) Each person who requests or receives from the Authority a Contract with Federal assistance shall file with the Authority a certification entitled "Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352," as set forth following the clause herein entitled "Integrity Monitor" that the person has not made, and will not make, any payment prohibited by subparagraph B. of this Clause.Each person who requests or receives from the Authority a

Contract with Federal assistance shall file with the Authority a disclosure form entitled "Disclosure of Lobbying Activities Pursuant to 31 U.S.C. 1352" (Standard Form-LLL), as set forth following the clause herein entitled "Integrity Monitor", if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B. of this Clause if paid for with appropriated funds.

2.) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph C.2) of this Section. An event that materially affects the accuracy of the information reported includes:

a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
c. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

3.) Any person who requests or receives from a person referred to in subparagraph C.1) of this Section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

4.) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in subparagraph C.1) of this Section. That person shall forward all disclosure forms to the Authority.

D. Agreement

1.) In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this Clause.

E. Penalties

1.) Any person who makes an expenditure prohibited under subparagraph A of this Clause shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.
2.) Any person who fails to file or amend the disclosure form to be filed or amended if required by the Clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3.) Contractors may rely without liability on the representations made by their Subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this Clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this Clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

7. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the [agency] Administrator, the Comptroller General of the United States or any of their authorized representatives access to 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 [agency] Administrator or authorized representatives thereto including any PMO Contractor access to the Contractor's records and construction sites pertaining to the project.

The Contractor agrees to provide the Authority, [agency] Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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 of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the [agency] Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

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

8. CIVIL RIGHTS

A. 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1.) Race, Color, Creed, National Origin, Sex - 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, creed, national origin, sex, or age. 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.

C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

9. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Contractor herein 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) 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 (1) above to the [agency] Administrator and grantee (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.

C. 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.

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS – CONTRACTS EXCEEDING $2000

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). '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 $2000.

A. Minimum Wages

1.) 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), will 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, if applicable, is attached hereto and made a part hereof (the attachment is the most current determination), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Determinations may change during the term of the Contract, and the wages and fringe benefits required by the most recent determination of the Secretary of Labor are those to be used.
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)(4) 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 29 CFR Part 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 classifications and wage rates conformed under paragraph (A)(2) 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.

2.)

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:

(i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination;
(ii) The classification is utilized in the area by the construction industry;
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
(iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

b. 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.

c. 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.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(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.

3.) 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.

4.) 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.

5.)

a. The contracting officer shall require that any class of laborers or mechanics 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 therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. 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, 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.

c. 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 with 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.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(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.

B. Withholding

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 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 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.

C. Payrolls and Basic Records

1.) 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.

2.)

a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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:

(i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(ii) 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;

(iii) 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 C(2)(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.

3.) The Contractor or subcontractor shall make the records required under paragraph C(1) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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.

D. Apprentices and Trainees

1.) 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and

Training 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

2.) 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.

3.) 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.

E. 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.

F. 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 Federal Transit Administration 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.

G. 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.

H. 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.

I. 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility –

1.) 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).

2.) 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).

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

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – CONTRACTS EXCEEDING $100,000

The Contract Work Hours and Safety Standards Act 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) 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.

12. SEISMIC SAFETY

If this is a contract for the construction of new buildings or additions to existing buildings, 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 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.

13. ENERGY CONSERVATION

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. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

14. CLEAN WATER REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.

B. 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 [agency] and the appropriate EPA Regional Office.

C. The Contractor also agrees to include the requirements of this Article in all subcontracts exceeding $100,000 issued pursuant to this Contract.

15. CLEAN AIR REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et seq. 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 [agency] and the appropriate EPA Regional Office.

B. The Contractor also agrees to include the requirements of this Clause in all subcontracts exceeding $100,000 issued pursuant to this Contract.

16. FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

17. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

A. The Contractor agrees to comply with, and assures the compliance of its 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.

B. 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.

18. PREFERENCE FOR RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover 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.

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

A. 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 U.S. DOT 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.

B. 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 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

To the extent 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 nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

21. ADA ACCESS REQUIREMENTS

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and 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.

22. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

If Port Authority issue a task order for final design work. The construction contract(s) prepared under that task order will be subject to either Buy America requirements of New York State or the FTA.

23. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. For the contract goal please refer to the specific solicitation document.

B. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Port Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Port Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Port Authority and contractor's receipt of the partial retainage payment related to the subcontractor's work.

D. The contractor must promptly notify Port Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount

of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Port Authority.

BUY AMERICA CERTIFICATIONS

A bidder or offeror must submit to the FTA recipient the appropriate 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 01-31-2014

Signature Paul Schulen

Company Name Atlantic Track + Turnout

Title Sales Rep

02-04-14A11:09 RCVD

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 _____

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT (ROLLING STOCK)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name

_____

Title _____

N/A

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but 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 _____

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352

The undersigned Paul Scholer
(name of authorized officer)
certifies, to the best of my knowledge and belief, that:

- No Federal 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal 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 January of 31, 2014
By: Paul Scholer
Signature of Authorized Official
Paul Scholer Sales Rep
Official Name and Title of Authorized Official

02-04-14A11:09 RCVD

STANDARD FORM LLL - DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
X a. contract	X a. bid/offer/application	X a. initial filing
___ b. grant	___ b. initial award	___ b. material change
___ c. cooperative agreement	___ c. post award	
___ d. loan		**For material change only:**
___ e. loan guarantee		Year _____ quarter _____
___ f. loan insurance		Date of last report_____

4. Name and Address of Reporting Entity: X Prime ___ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
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.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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 followup 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.

FTA REQUIREMENTS

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,

Atlantic Track, 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 31st of January, 2014.

Paul Schuler

BY SIGNATURE OF AUTHORIZED OFFICIAL

Paul Schuler Sales Rep

NAME AND TITLE OF AUTHORIZED OFFICIAL

02-04-14A11:09 RCVD

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 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 available remedies including suspension and/or debarment.

END OF FTA CONTRACT PROVISIONS

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

(d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of PATH

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

b. A copy of the facility Rules and Regulations of PATH shall be available for review by the Contractor at the Office of the Director/General Manager of PATH.

2. Contractor Not An Agent

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

3. Contractor's Warranties

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;

d. That no Director, officer, agent or employee of PATH is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;

e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, PATH, their Directors, Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

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

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

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

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

4. Personal Non-Liability

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

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

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

6. Rights and Remedies of PATH

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

1. If fire or other cause shall destroy all or a substantial part of the Facility.

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

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

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

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

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the

appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation, by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

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

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

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

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

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract PATH upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of

the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

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

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract PATH may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from PATH shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that PATH shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude PATH from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between PATH or the Port Authority and the Contractor (including its obligation to PATH or the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with PATH or the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor is made against the Port Authority or PATH or (3) any subcontractor under this Contract or any other agreement between PATH or the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor or if in the opinion of PATH or the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority or PATH, as applicable, shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as PATH may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as PATH may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by PATH to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that PATH does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of PATH to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by

PATH shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, PATH shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If PATH has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse PATH, or if PATH is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to PATH the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of PATH's statement therefore. PATH may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If PATH pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to PATH any such amount promptly upon receipt of PATH's statement therefore.

k. PATH shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

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

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

18. General Obligations

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

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

b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by PATH or the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Superintendent/Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Superintendent/Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of PATH will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided PATH has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay PATH that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by PATH which shall have been charged because of such violations by the Contractor.

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

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless PATH, the Port Authority, their Directors, Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of PATH and the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, of PATH, of the Port Authority, third persons (including Contractor's employees, employees, officers, and agents of PATH and the Port Authority), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, PATH, the Port Authority, or third persons (including Contractor's employees, employees, officers, and agents of PATH and the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of PATH or the Port Authority, as applicable, done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify PATH and the Port Authority for all loss or damage incurred in connection with such risks:

a. The risk of any and all loss or damage to PATH or Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by PATH, repair, replace or rebuild to the satisfaction of PATH or the Port Authority, as applicable, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence PATH or the Port Authority, as applicable, may, at its option, perform any of the foregoing work and the Contractor shall pay to PATH or the Port Authority as applicable the cost thereof.

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor, the Port Authority or PATH, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor, the Port Authority or PATH.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority or PATH, the immunity of the Port Authority or PATH, their Directors, Commissioners, officers, agents or employees, the governmental nature of the Port Authority or PATH or the provision of any statutes respecting suits against PATH or the Port Authority.

Neither the requirements of PATH under this Contract, nor of PATH of the methods of performance hereunder nor the failure of PATH to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of PATH to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of PATH of the methods of furnishing services hereunder nor the failure of PATH to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of PATH to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Superintendent/Manager.

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

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as PATH may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of PATH (or the Port Authority, as applicable).

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Superintendent/Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of PATH. No equipment or facilities of PATH shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to PATH and a receipt will be issued therefor.

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract PATH may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to PATH; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by PATH as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to PATH upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by PATH and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon PATH unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority/PATH approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority/ PATH Approved Products List – Environmental Protection Supplies constitutes approval. The

list may be revised from time to time and at any time by the Port Authority/PATH and it shall be incumbent upon the Contractor to obtain the most current list from the Superintendent/Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority/PATH may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of PATH/the Port Authority or its employees or agents, PATH/the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify PATH and the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or PATH or the Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor, the Port Authority or PATH, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify PATH, or the Port Authority as applicable, against infringement, then PATH, or the Port Authority as applicable, may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Superintendent/Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to PATH or the Port Authority, as applicable, or take such steps as may be necessary to insure compliance by the Contractor, and PATH (or the Port Authority, as applicable) with said injunction, to the satisfaction of PATH or the Port Authority as applicable.

In addition, the Contractor shall promptly and fully inform the Director/General Manager in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of PATH (or the Port Authority as applicable), and PATH (or the Port Authority as applicable) shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by PATH (or the Port Authority as applicable), the Contractor shall make available to the designated PATH (or the Port Authority as applicable) representative all such passwords and codes.

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Superintendant/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 Superintendant/Manager. The Contractor shall conform to the procedures as may be established by the Superintendant/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 Superintendant/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 Superintendant/Manager during the term of the Contract.

33. Notification of Security Requirements

PATH has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, PATH reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority or PATH security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority and PATH reserve the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority and/or PATH.

These security requirements may include but are not limited to the following:

- Contractor/ Subcontractor identity checks and background screening

  PATH and the Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

  The Contractor may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority and/or PATH. The Contractor and subcontractors may also be required to use an organization designated by the Authority and/or PATH to perform the background checks.

  As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C.,

instructions, corporate enrollment, online applications, and location of processing centers can be found at http://www.secureworker.com, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person will be permitted on or about a Port Authority or PATH construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority and/or PATH. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority and/or PATH will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and/or PATH and shall be returned to the Authority and/or PATH at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority and/or PATH the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority or PATH construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority and/or PATH construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police, Authority or PATH retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority or PATH construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority or PATH construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority or PATH. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority or PATH information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, 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 CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

(1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as

a condition of being granted access to Confidential Information categorized and protected as per the Handbook;

(2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.

(3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority and PATH information;

(4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;

(5) restrictions on the transfer, shipping, and mailing of CI information;

(6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;

(7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;

(8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority or PATH awarded contract.

(9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;

(10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority and/or PATH may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from PATH a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Superintendent/Manager to obtain a PATH Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish PATH with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of PATH, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other PATH property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by PATH for such purpose.

38. Confidential Information/Non-Publication

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009),* Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or-after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to PATH (or the Port Authority as applicable) or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of PATH (or the Port

Authority as applicable). Such approval may be withheld if for any reason PATH believes that the publication of such information would be harmful to the public interest or is in any way undesirable

39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Election Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
	Christmas Day

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Superintendent/Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Superintendent/Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Superintendent/Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Superintendent/Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

42. General Uniform Requirements for Contractor's Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Superintendent/Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Superintendent/Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

PATH by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which PATH may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Superintendent/Manager, PATH may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Superintendent/Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by PATH for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Superintendent/Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Superintendent/Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Superintendent/Manager and shall perform the Work hereunder to the satisfaction of the Superintendent/Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Superintendent/Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Superintendent/Manager objects. Upon request, the Superintendent/Manager shall confirm in writing any oral order, direction, requirement or determination.

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

46. Price Preference

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

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

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

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

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

47. M/WBE Good Faith Participation

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

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

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty

d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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

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

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a

full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority or PATH employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority or PATH employee or former Authority or PATH employee relating either

directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certifications shall be deemed to be 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. As a result of such disclosure, the PATH 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-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 PATH in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications 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 PATH and that PATH will rely on their truth and accuracy in awarding this Contract. In the event that PATH 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 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, PATH (or the Port Authority as applicable) 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 PATH (or Port 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 PATH 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 PATH, 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 PATH and the Port Authority as applicable).

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 PATH 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 Port Authority's Board of Commissioners meeting of September 9, 1993.

4. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority or PATH employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority or PATH of duties involving transactions with the Contractor on behalf of the Port Authority or PATH, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority or PATH contract), etc. which might tend to obligate the Port Authority or PATH employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority or PATH contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

5. 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 PATH) to which it is contemplated PATH or 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 PATH or 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 PATH or the Port 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 Director/General Manager in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director/General Manager, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director/General Manager 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 Director/General Manager to be no longer appropriate because of such preclusion, then the Director/General Manager 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 PATH (or the Port Authority as applicable) 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.

6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include

inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

No change or addition to the terms of this purchase shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PO Number/Date
4500061284 / 03/23/2010

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

PURCHASE ORDER

Vendor No. 102146
ATLANTIC TRACK & TURNOUT CO
PO BOX 1589
270 BROAD STREET
BLOOMFIELD NJ 07003
Telephone# (973) 748-5885
Fax# (973) 748-4520
Your person responsible CHARLES KILLEEN

Our fax number
212-435-3959
Deliver to Address:
Journal Square Transp. Center
Port Authority, One Path Plaza
Jersey City NJ 07306
Deliver to this address unless a different address is shown below.
Recipient: E. Perara
Unloading Pt: 120 Academy Street

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	COMPROMISE RAIL AS PER ATTACHED SPECIFICATION DATED 6/12/09 AS PER FAXED QUOTE DATED 3/18/10, TODD YOUR CONTRACT ADMINISTRATOR IS ED PERARA @201-216-6021		
6 EA	Compromise Rail,115#RE 6 each- Compromise Rail, 115#RE to 100# ARA-b Rail, as per the attached specificaitons. DELIVER TO: Consolidated Car Maintenance Facility,120 Academy Street, Jersey City, NJ 07302. Delivery must be made between the hours of 7:00 AM and 3:00 PM. Contact Mr.Robert Reich 24 hours prior to delivery at (201)978-2247 for instructions. INVOICES FOR PAYMENT MUST BE SENT TO: Port Authority Trans-Hudson Corp. One PATH Plaza - 8th Floor Jersey City, NJ 07306 Attention: Edward Perara	1,600.00	9,600.00
	Deliv. date 06/01/2010		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

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Vendor No. 102146
ATLANTIC TRACK & TURNOUT CO
BLOOMFIELD NJ 07003

PO Number/Date
4500061284 / 03/23/2010

Quantity	Description	Unit Price	Total
	Freight Terms FOB Delivery Point,Freight Incl. **Contact person/Telephone** Dennis Kopik/212-435-3931		

Total Delivered Price In USD 9,600.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

3. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.

5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.

6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

No change or addition to the terms of this purchase shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PO Number/Date
4500061402 / 04/27/2010

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

PURCHASE ORDER

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
270 BROAD STREET
BLOOMFIELD NJ 07003
Telephone# (973) 748-8899
Fax# (973) 748-9243
Your person responsible THOMAS SCHLENDER

Our fax number
212-435-3925
Deliver to Address:
Journal Square Transp. Center
Port Authority, One Path Plaza
Jersey City NJ 07306
Deliver to this address unless a different address is shown below.
Recipient: E. Perara
Unloading Pt: 120 Academy Street

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	Insulators, type 1 to fit 84C Composite Rail as described below to PATH. Prices per RFQ# 6000096308 dated 4/20/2010 signed by Todd Schweitzer of MRT Track & Services Co., Inc. Lead Time: 4-5 Weeks ARO YOUR CONTRACT ADMINISTRATOR IS ED PERARA 201-216-6021		
150 EA	Insulators	39.00	5,850.00
	150 each- Insulators, type 1 to fit 84C Composite Rail, as per the attached specifications and drawing T-143. Deliv. date 06/01/2010 DELIVER TO: Port Authority Trans-Hudson Corp. Consolidated Maintenance Facility 120 Academy Street Jersey City, NJ 07302. Delivery must be made between the hours of 7:00 AM and 3:00 PM. Contact Mr. Robert Reich 24 hours prior to delivery at		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

Page 2 Of 3

Vendor No. 158919
MRT TRACK & SERVICES CO., INC.
BLOOMFIELD NJ 07003

PO Number/Date
4500061402 / 04/27/2010

Quantity	Description	Unit Price	Total
	(201)978-2247 for instructions. INVOICES FOR PAYMET MUST BE SENT TO: Port Authority Trans-Hudson Corp. One PATH Plaza - 8th Floor Jersey City, NJ 07306 Attention: Edward Perara **Freight Terms** FOB DELIVERED **Contact person/Telephone** Luz Santana/212-435-3949		
	Total Delivered Price In USD		**5,850.00**

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate-of-Registry-for-tax-free-transactions-under-Chapter-32-of-the-Internal-Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

3. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.

5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.

6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.

11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

CONTACT RAIL INSULATORS

A. Design: Contact rail insulators shall be manufactured according to the dimensions shown on the Contract Drawings, the distance between the top and bottom faces of any insulator shall vary no more than 1/16 inch from the dimensions shown on the Contract Drawings. Diameters of holes shall be as shown on the Contract Drawings. Diameters of holes shall be as shown on the Contract Drawings with a tolerance of minus zero and plus 1/16 inch. Other dimensions shall vary no more than plus or minus 1-1/2 percent from those shown on the Contract Drawings.

B. Technical Requirements

1. The insulator support shall be of a nonconductive material, such as fiberglass reinforced polyester. Material used for the insulator support shall be of a type which will not separate or warp under service conditions during its expected useful life of 40 years.
2. Insulators shall be rated for a service for a nominal voltage of 700 volts direct current, with voltage spikes of 3,000 volts and with a minimum leakage distance of eight inches of the external surface of the insulator from any energized metal component to ground.
3. The insulator support shall be designed to maintain, throughout its specified useful life, and the dimensions and tolerances shown on the Contract Drawings.
4. The color of the insulator support shall be light gray, No. 70, conforming to ANSI Z55.1.
5. Insulator surfaces shall be resin rich, smooth, and uniform in appearance. Materials shall be resistant to moisture and unaffected by weather or sudden changes in temperature over the atmospheric range.
6. The insulator support shall be designed to withstand temperatures of –20 degrees C to +120 degrees C without undergoing any permanent thermal or structural deformation.

C. Material Requirements: Material shall be formulated and manufactured by Industrial Dielectrics, Incorporated, No. BMC-CTR-46-16. No substitutions will be permitted.

D. Testing Requirements: Manufacturer shall submit testing procedures for resistance, dielectric and mechanical strength tests to the satisfaction of the Engineer. Upon Engineer's approval, manufacturer shall test a representative sample of the Fiberglass insulators.

E. Test Results: Prepare certified test report indicating results of Resistance, Dielectric and Mechanical test.

F. Damaged Insulators: All insulators which have been chipped or otherwise damaged will be rejected.

G. Marking: All insulators shall be marked on the underside with some mark identifying the manufacturer.

H. Fiberglass insulators shall be carefully prepared for shipment to prevent any damage in transit. Any fiberglass insulator found damaged in shipment will be rejected by and shall be removed and replaced by the manufacturer at his own expense.

I. The fiberglass insulators shall be packed in weather protective cartons. Each carton is to be plainly marked indicating materials, quantity contained therein, and name of manufacturer.

J. All cartons shall be stacked and secured in an open bed trailer truck and shipped to a designated storeroom for removal with overhead cranes or high-lifts.

K. Delivery to be made to 120 Academy Street, Jersey City, New jersey with 24 hours prior notice to PATH by calling Steve Abramopaulos at 201-216-7027