

Torres Rojas, Genara

From: DMorris@tectonicengineering.com
Sent: Wednesday, August 06, 2014 10:27 AM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: David
Last Name: Morris
Company: Tectonic Engineering
Mailing Address 1: 160 Pehle Avenue, Suite 306
Mailing Address 2:
City: Saddle Brook
State: NJ
Zip Code: 07663
Email Address: DMorris@tectonicengineering.com
Phone: 2018430403
Required copies of the records: Yes

List of specific record(s):

I am requesting to view and make certain copies of public bid documents of a low apparent bidder in the amount of 3,266,811 named Clean Energy of New Jersey, Inc. for which a public bid was held on February 8, 2011 for: Provision of Container Services, Transportation, Recycling and/or Disposal of Hazardous Waste, Non-hazardous Contaminated Wastes and Related Services - Three Year Contract Collective Number: 23450. This request was previously made in February of 2011 Reference Number: 12147 and was exempt for disclosure due to exemption 3 at the time.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

August 19, 2014

Mr. David Morris
Tectonic Engineering
160 Pehle Avenue, Suite 306
Saddle Brook, NJ 07663

Re: Freedom of Information Reference No. 15163

Dear Mr. Morris:

This is in response to your August 6, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of public bid documents of a low apparent bidder in the amount of 3,266,811 named Clean Energy of New Jersey, Inc. for which a public bid was held on February 8, 2011 for: Provision of Container Services, Transportation, Recycling and/or Disposal of Hazardous Waste, Non-hazardous Contaminated Wastes and Related Services - Three Year Contract Collective Number: 23450.

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/15163-LPA.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (1) and (4) of the Code.

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

Very truly yours,



Daniel D. Duffy
FOI Administrator



THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

VIA OVERNIGHT MAIL (973-344-4004 x 247)

April 14, 2011

Mr. Michael Goebner
President
Clean Earth of North Jersey, Inc.
115 Jacobus Ave.
South Kearny, NJ 07032

SUBJECT: PROVISION OF CONTAINER SERVICES, TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF HAZARDOUS WASTE, NON-HAZARDOUS CONTAMINATED WASTES AND RELATED SERVICES; BID NUMBER 23450; CONTRACT NUMBER 460008567; PURCHASE ORDER NUMBER 4500062283

Dear Mr. Goebner:

Clean Earth of North Jersey, Inc.'s bid for the above subject Contract and Addenda 1 through 5 have been accepted by the Port Authority of NY & NJ ("Port Authority"). The term of the Contract shall be for a three (3) year period commencing May 7, 2011 and unless otherwise extended or terminated according to the Contract provisions, shall expire on May 6, 2014.

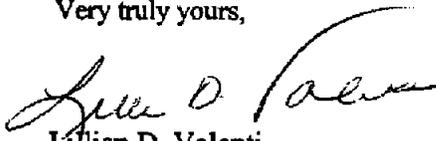
In addition, the attached Guarantee Agreement as transmitted in a letter from Morrison Cohen LLP to the Port Authority dated March 16, 2011 will be in effect for the Contract duration.

Upon receipt of this letter, you shall submit to the Port Authority your insurance certificate as required for this Contract, under PART III, paragraph 6, entitled "Insurance". Send your certificate to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York, NY 10003 (Attention: Contract Insurance Review). Please reference "CITS # 3632N" on your certificate.

Please note that Purchase Order number 4500062283 has been assigned for invoicing, payment and administrative purposes.

Your facility contact is Ms. Dorian Bailey, who can be reached at 201-216-2963. If you have any questions concerning the award of this Contract, please contact Mr. Richard A. Grehl at 212-435-3941.

Very truly yours,


Lillian D. Valenti
Director
Procurement Department

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427



THE PORT AUTHORITY OF NY & NJ

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

January 5, 2011

ADDENDUM #1

To prospective bidders on Bid # 23450 for PROVISION OF CONTAINER SERVICES, TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF HAZARDOUS WASTE, NON-HAZARDOUS CONTAMINATED WASTES AND RELATED SERVICES

Due back on February 1, 2011 no later than 11:00 AM

Originally due on February 1, 2011 no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

1. Upon request, a compact disk (CD) is available for Bidders to submit pricing. Please call 212-435-3905 or email askforbids@panynj.gov to request a CD to be mailed to you.

The following instructions will apply to the use and submission of pricing via electronic copy - CD:

The CD provides a copy of the pricing sheets for the referenced bid in .xls (Excel) format. Please complete only the columns that include "Unit Price" in the title.

Prices shall be submitted as follows:

- If completing CD, include a printout of the completed pricing sheets along with the CD (this is the preferred method of price submission). CD and printout shall be submitted in the sealed bid envelope along with the signed Invitation for Bid. It is in the best interest of the Bidder to include a printout with the CD, as any problem(s) associated with the condition of the CD is the bidder's responsibility.
- OR -
- Complete and submit pricing sheets in the signed Invitation for Bid and return in sealed bid envelope. (Unit Prices on the price sheets will be taken as the bid amount only when a CD and a printout of the CD are not provided).

NOTE: Only the columns that include "Unit Price" in the title are available for input on the CD. All other fields have been protected and embedded with a formula for automatic calculations for the "Estimated Annual Price" and "Estimated Price for Three Years".

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PROCUREMENT

Attention:

The file on the CD needs to be copied to a local drive & then the unit prices should be entered. After you finish with the entries, then copy the file back onto either the CD provided by the Port Authority or on a new CD & submit it with your response.

IN THE EVENT OF A DISCREPANCY, THE FOLLOWING WILL APPLY:

- A discrepancy between the CD and printout of CD, the printout shall prevail.
- A discrepancy between the CD, printout of CD and prices inserted in the bid book, the printout of the CD shall prevail.
- A discrepancy between the CD and prices inserted in the bid book, the CD shall prevail.

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PROCUREMENT

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

LARRY H. WAXMAN, MANAGER
TECHNOLOGY & OPERATIONAL
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: Clean Earth of North Jersey, Inc.

INITIALED: [Signature]

DATE: 2/1/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or RGrehl@panynj.gov.

THE PORT AUTHORITY OF NY & NJ

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

January 26, 2011

ADDENDUM #2

To prospective bidders on Bid # 23450 for PROVISION OF CONTAINER SERVICES, TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF HAZARDOUS WASTE, NON-HAZARDOUS CONTAMINATED WASTES AND RELATED SERVICES

Due back on February 1, 2011 no later than 11:00 AM

Originally due on February 1, 2011 no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

1. In Part IV, Pricing Sheets, line items 20, 21 and 22, under "Additional Comments", delete "as above".
2. In Part IV, Pricing Sheets, line 57, under "Additional Comments" add the following to the end of the paragraph, "of departure from the worksite."
3. In Part IV, Pricing Sheets, line items 60, 61, 62 and 63, under "Description" add "Non-TSCA".

4. PROPOSER QUESTIONS AND ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (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 Proposer 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 Proposal, which will be construed without reference to such questions:

Q1. Who is the incumbent Contractor?

A1. Clean Earth of North Jersey, Inc.

Q2. In Part II, Contract Specific Information For Bidders, item 11, Specific Bidder's Prerequisites, paragraph a.1, it states, "The bidder shall be a USEPA permittee and direct provider of hazardous waste disposal services, verifiable through the EPA website...waste treatment disposal facilities." Can this service be subcontracted or contracted with a facility to meet the prerequisite?

A2. No.

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PROCUREMENT

Q3. In Part II, Contract Specific Information For Bidders, item 11, Specific Bidder's Prerequisites, paragraph a.2, it states, "The bidder must be a permitted by the USEPA as a Transportation, Storage and Disposal Facility (TSDF)." Can this service be subcontracted or contracted with a facility to meet the prerequisite?
A3. No.

Q4. In regards to the classification of "Union" on the Pricing Sheets for the following line items: 181, 182, 185, 186, 189, 190, 193, 194, 197, 199, and 200: If the contractor pays prevailing wage rates does that satisfy the classification for "Union" or will the Contractor be required to hire "Union" employees?

A4. The paying of prevailing wage rates is a different issue from union jurisdiction. The bidder /contractor is required to meet prevailing wage obligations, where applicable. The Bidder's attention is called to PART I, Contract Specific Terms and Conditions, paragraph 9, "Union Jurisdiction" and in the Standard Contract Terms and Conditions, PART II, paragraph 9, "Harmony". For the Bidder's information only, for line items 181, 182, 185, 186, 189, 190, 193, 194, 197, 199, and 200, the following union has claimed jurisdiction in the past: International Union of Operating Engineers Locals 15, 15A, 15B, 15C; 265 W. 14th St., New York, NY, 10011; (212) 924-6740. Interested/concerned parties may contact the union directly.

Q5. Please clarify "Airside Escort" in Part IV, Pricing Sheets, lines 175 and 176. Is this referring to security escorts? Is that a service the Port Authority provides at a cost?

A5. The reference to "Airside Escort" pertains to the Bidder providing Airside Construction Escorts for any work directed by the Engineer. The escorts, which are expected to be supplied by the bidder, must meet SIDA requirements per the Transportation Security Administration (TSA) directed by Transportation Security Regulation (TSR) 1542.211(e), the JFK Airport Security Program (ASP), and the Airport Rules and Regulations.

Q6. Please clarify the Certificate of Disposal (COD) requirement in 45 days. According to state and federal law, a TSDF has one year for final disposal of hazardous waste. Some waste that could be treated at one facility and transshipped to another facility for final disposal may not be treated in that time. Will a certificate of receipt from the initial permitted TSDF meet the Contract requirements?

A6. When available, the final COD should be received within 45 days. For situations in which the material is mixed with other wastes, the COD may follow at a later date. The provisions in Part III, Contract Specific Terms and Conditions, Section 5, Liquidated Damages, paragraph d, will not be enforced if it can be demonstrated that the delay of COD transmittal was due to stock piling with other waste materials. In this case, the receipt from the TSDF will serve as an interim document until the final COD is transmitted.

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

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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

LARRY H. WAXMAN, MANAGER
TECHNOLOGY & OPERATIONAL
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: Clean Earth of North Jersey, Inc

INITIALED: [Signature]

DATE: 2/1/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or
RGrehl@panynj.gov.

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2011 FEB -8 AM 11: 58

THE PORT AUTHORITY OF NY & NJ

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

January 28, 2011

ADDENDUM #3

To prospective bidders on Bid # 23450 for PROVISION OF CONTAINER SERVICES, TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF HAZARDOUS WASTE, NON-HAZARDOUS CONTAMINATED WASTES AND RELATED SERVICES

Due back on February 1, 2011 no later than 11:00 AM

Originally due on February 1, 2011 no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

1. In Part IV, Pricing Sheets, line item 114, change "Quantity Unit" from "pail" to "drum".

2. **PROPOSER QUESTIONS AND ANSWERS**

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (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 Proposer 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 Proposal, which will be construed without reference to such questions:

Q1. In Part IV, Pricing Sheets, Line Item 105, the description states, "Disposal of Liquid Hazardous Waste with Sludge/Solid greater than 40% by volume in DOT 1A1 or 1A2 55-gallon drums." Does this imply that all other items for disposal of liquid hazardous waste include sludge/solids of up to 40% by volume?

A1. Line Item 105 is specific to a hazardous sludge with a solids content of greater than 40%. The solids content identified for this Line Item 105 should not be extrapolated to other line items. The determination of line items as "Liquid Waste" which includes Line Items 64-105, is by RCRA definition a waste prohibited from land disposal because it contains free liquid via SW846 Method 9095B (the Paint Filter Test).

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PROCUREMENT

Q2. Some of the line item pricing categories, specifically bulk items that are billed per ton or per gallon, typically carry "Minimum Charges per Load". There are no provisions in the pricing for Minimums. Please address.

A2. Minimum pricing shall be accounted for in the "Transportation and Vehicle" rates. Bulk items are billed as two separate items: Item 1 is the truck or container and Item 2 is the disposal cost of the material or liquid in the truck/container. The Minimum charges per load would be the cost of the truck/container to and from the site even if no material or liquid is placed in the truck/container.

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

LARRY H. WAXMAN, MANAGER
TECHNOLOGY & OPERATIONAL
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: Clean Earth of North Jersey, Inc.

INITIALED: Reed

DATE: 2/1/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or
RGrehl@panynj.gov.

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PROCUREMENT

THE PORT AUTHORITY OF NY & NJ

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

January 31, 2011

ADDENDUM #4

To prospective bidders on Bid # 23450 for PROVISION OF CONTAINER SERVICES, TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF HAZARDOUS WASTE, NON-HAZARDOUS CONTAMINATED WASTES AND RELATED SERVICES

Due back on February 8, 2011 no later than 11:00 AM

Originally due on February 1, 2011 no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

1. The Bid Due Date is hereby changed from February 1, 2011 to February 8, 2011 no later than 11:00 AM.

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

LARRY H. WAXMAN, MANAGER
TECHNOLOGY & OPERATIONAL
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: Clean Earth of North Jersey, Inc.

INITIALED: *[Signature]*

DATE: 2/1/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or RGrehl@panynj.gov.

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PROCUREMENT

THE PORT AUTHORITY OF NY & NJ

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

February 1, 2011

ADDENDUM #5

To prospective bidders on Bid # 23450 for PROVISION OF CONTAINER SERVICES, TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF HAZARDOUS WASTE, NON-HAZARDOUS CONTAMINATED WASTES AND RELATED SERVICES

Due back on February 8, 2011 no later than 11:00 AM

Originally due on February 1, 2011 no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

1. In Part IV, Pricing Sheets, line items 169 through 174, delete in their entirety.
2. In Addendum # 2 dated January 26, 2011, add the following to "A5" at the end: "The escorts can escort up to 5 people and/or 2 vehicles in the SIDA areas (airside). The current cost of an escort is approximately \$210 per 8 hour day."

3. PROPOSER QUESTIONS AND ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (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 Proposer 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 Proposal, which will be construed without reference to such questions:

Q1. Please clarify on the Price Sheets line item number 9. The "Code" listed is "Vac truck", however, the "Description" is "Furnish roll off truck".

A1. "Description" for item 9 should read "Furnish vac truck".

Q2. On the Price Sheets line items 33 and 34 under "Code" is listed "Vactainer Rental". In the "Additional Comments" column it describes equipment that is not part of a Vactainer nor normally associated with a Vactainer. Please clarify.

A2. The "Additional Comments" for line items 33 and 34 are standard language to ensure all relative costs are included in the rental of the Vactainer.

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Q3. On the Price Sheets line item 153 "Description" includes "2.4 Cubic boxes".
Is there a reference to a DOT packaging group for the "2.4 Cubic boxes"?
A3. The "2.4 Cubic boxes" are DOT approved. They are for air filters from
painting operations and are shipped in 2.4 cubic yard boxes, packaging group III.

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

LARRY H. WAXMAN, MANAGER
TECHNOLOGY & OPERATIONAL
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: Clean Earth of North Jersey, Inc.

INITIALED: *[Signature]*

DATE: 2/1/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or
RGrehl@panynj.gov.

PROCURMENT
2011 FEB -8 AM 11:58

Rec 3/18/11
R. J. Frebl

March 16, 2011

The Port Authority of New York and New Jersey
One Madison Avenue
Purchasing Services Division - 7th Floor
New York, New York 10048

Re: Guarantee of Clean Earth, Inc.

Ladies and Gentlemen:

We are special counsel to Clean Earth, Inc. ("Company"), in connection with the negotiation and execution of the Guarantee Agreement (the "Agreement") executed by the Company in favor of The Port Authority of New York and New Jersey dated March 16, 2011 relating to the transactions described therein (collectively, the "Transaction").

In our capacity as special counsel to the Company, we have examined and relied upon the following documents and agreements dated as of the date hereof (unless otherwise specified) as executed by the Company, where applicable, in connection with transactions contemplated by the Agreement:

- (i) the Agreement;
- (ii) resolutions of the board of directors of the Company; and
- (iii) certificates of an appropriate officer of the Company relating to signatures, incumbency and other matters.

The agreements, documents and instruments included in paragraphs (i) through (iii) are hereinafter referred to as the "Reviewed Documents".

Except for the items specifically referred to in this opinion letter, we have not made any independent review or investigation of agreements, instruments, corporate records, other documents, orders, judgments, rules, regulations or decrees by which the Company or its property may be bound, nor have we made any independent investigation as to the existence of actions, suits, investigations or proceedings, if any, pending or threatened against the Company.

In addition, as special counsel to the Company, we have represented the Company only in connection with the Agreement and those matters specifically referred to us relating to the Agreement and, therefore, we do not have any general familiarity with the affairs of the Company.

Insofar as the opinions set forth in this opinion letter relate to factual matters, in preparing this opinion letter, we have relied without any independent verification upon: (i) factual information represented to be true, complete and correct in the Reviewed Documents and related documents delivered at or prior to the date hereof; (ii) factual information provided to us by the Company (including, without limitation, in one or more certificates signed by the Company or its principals or officers) and (iii) such other documents, certificates and corporate and other records (in each case, certificated or otherwise, or original documents or copies thereof) as we deem necessary and

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appropriate as a basis for the opinions set forth herein. We have assumed without investigation that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given to (or reviewed by) us and the date of this opinion letter and that the information upon which we have relied is accurate and complete and does not omit disclosures necessary to prevent such information from being incomplete, untrue or misleading in any respect.

Subject to the assumptions, qualifications, exclusions and other limitations which are identified in this opinion letter and in the schedules attached to this opinion letter, we advise you as follows:

1. The execution and delivery by the Company of the Agreement have been duly authorized by the Company. The Agreement has been duly executed and delivered by the Company.
2. The Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
3. Neither the execution and delivery by the Company of the Agreement, nor the consummation by the Company of the transactions contemplated thereby:
 - (i) violates any provision of the Company's Certificate of Incorporation or By-laws;
 - (ii) violates: (a) any Federal or State of New York statute or regulation which in our experience is generally applicable to transactions in the nature of those contemplated by the Agreement; or (b) any order or decree of any federal or New York court or Governmental Authority known to us which is expressly applicable to the Company.

The opinions set forth in this opinion letter are subject to the following additional assumptions, qualifications and exceptions:

The terms "actual knowledge", "knowledge", "aware" and "known", whenever such terms are used in this opinion letter with respect to our firm, mean the actual awareness at the time this opinion letter is delivered by the lawyers who are partners or associates of, or otherwise employed by, Morrison Cohen LLP on the date hereof and who have had substantive involvement with the negotiation or preparation of the Agreement (herein called "**our Designated Transaction Lawyers**"). We have not made any independent investigation to determine the accuracy or completeness of any statement made with respect to our knowledge or awareness, except as expressly described herein. Although our opinion committee has reviewed this opinion letter for compliance with the firm's policies and procedures with respect to transactional opinions, no lawyer serving on such committee or performing such review shall constitute one of our Designated Transaction Lawyers solely by reason of such service or performing such review.

Our opinions are subject to all of the qualifications in Schedule A attached to this opinion letter and the assumptions recited in Schedule B attached to this opinion letter and such opinions do not cover or otherwise address any law or legal issue which is identified in Schedule C attached to this opinion letter or any provision in the Agreement of any type identified in Schedule D attached to this opinion letter.

This opinion letter speaks as of the date hereof. We do not assume any obligation to update this opinion letter by reason of any fact about which our Designated Transaction Lawyers did not have actual knowledge at that time, by reason of any change subsequent to that time in any law covered by any of our opinions, or for any other reason. The attached Schedules are an integral part of this opinion letter, and any term defined in this opinion letter or any Schedule has that defined meaning wherever it is used in this opinion letter or in any such Schedule.

Our opinions are based upon our review only of those laws, statutes, rules, ordinances, regulations and judicial decisions which a lawyer as a member of the bar of the State of New York exercising customary professional diligence in connection with the representation of the Company would reasonably recognize as being applicable on the date of this opinion letter to the execution and delivery of the Agreement.

The scope of the legal opinions set forth in this opinion letter is limited to the laws of the State of New York and the federal laws of the United States of America generally applicable to transactions in the nature of those contemplated by the Agreement. We express no opinion with respect to the laws of any other jurisdiction or the applicability of the laws of any other jurisdiction other than such laws. Insofar as the laws of another State govern the Agreement and other matters relating to this opinion letter, we have assumed for purposes of this opinion letter that the substantive laws of New York, excluding its choice of law principles, govern the Agreement and such other matters. We advise you that the Agreement does not specify by what law it is governed, that the laws of jurisdictions other than the State of New York may vary substantially from the laws of the State of New York as to, among other things, matters of (x) validity, legality, legal construction, binding nature and enforceability of agreements, (y) what constitutes a default and (z) what constitutes requisite power and authority under and compliance with State and local statutes, rules and regulations other than New York statutes, rules and regulations. Such variance of laws may result in different legal conclusions as would result after the application of New York law.

This opinion letter is based upon currently existing laws, statutes, rules, ordinances and regulations and judicial decisions. We disclaim any obligation to advise you of any changes of any of these sources of law or subsequent developments in law or changes in facts or circumstances which might affect any matters or opinions set forth in this opinion letter. We express no opinion concerning the effect of pending or other legislation, temporary or final rules or regulations, or other authoritative guidance which is hereafter enacted, adopted or issued. Such legislation, rules, regulations, or guidance could alter the conclusions stated herein. Please note that we are opining only as to the matters expressly set forth in this opinion letter, and no opinion should be inferred as to any other matters.

This opinion letter is being furnished to you, at the request of the Company, is solely for your benefit and has been rendered solely in connection with the Transaction, and may not be used for any other purpose, or furnished to, quoted to or relied upon by any other person or entity without our prior written consent.

Very truly yours,

Morrison Cohen LLP

Schedule A
to
Opinion
of
Morrison Cohen LLP
General Qualifications

All of our opinions ("our opinions") in the opinion letter to which this Schedule is attached ("our letter") are subject to each of the following qualifications:

1. Bankruptcy and Insolvency Exception. Each of our opinions with respect to the enforceability of the Agreement is subject to the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws that affect the rights of creditors generally. Without limiting the generality of the foregoing, these qualifications include the application of the following laws, statutes, doctrines and jurisprudence: (a) the Federal Bankruptcy Code including, among others, matters of automatic stay, avoiding powers, fraudulent transfer, preference and discharge; (b) all other Federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors laws that affect the rights of creditors generally or that have reference to or affect only creditors of specific types of debtors; (c) state fraudulent transfer and conveyance laws; and (d) judicially developed doctrines and jurisprudence relating to the foregoing, such as substantive consolidation of entities and equitable subordination.

2. Equitable Principles Limitation. Each of our opinions with respect to the enforceability of the Agreement is subject to the effect of general principles of equity, whether applied by a court of law or equity. Without limiting the generality of the foregoing, these qualifications include the application of the following principles: (a) governing the availability of specific performance, injunctive relief or other equitable remedies, which generally place the award of such remedies, subject to certain guidelines, in the discretion of the court to which application for such relief is made; (b) affording equitable defenses (e.g., waiver, laches and estoppel) against a party seeking enforcement; (c) requiring good faith and fair dealing in the performance and enforcement of a contract by the party seeking its enforcement; (d) requiring reasonableness in the performance and enforcement of an agreement by the party seeking enforcement of the contract; (e) requiring consideration of the materiality of (i) a breach and (ii) the consequences of the breach to the party seeking enforcement; (f) requiring consideration of the impracticability or impossibility of performance at the time of attempted enforcement; and (g) affording defenses based upon the unconscionability of the enforcing party's conduct after the parties have entered into the contract.

3. Other Qualifications. Each of our opinions with respect to the enforceability of the Agreement is subject to the effect of rules of law that: (a) limit or affect the enforcement of provisions of a contract that purport to waive, or to require waiver of, the obligations of good faith, fair dealing, diligence and reasonableness; (b) limit the availability of a remedy under certain circumstances where another remedy has been elected; (c) provide a time limitation after which a remedy may not be enforced; (d) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct, unlawful conduct, violation of public policy or litigation against another party determined adversely

to such party; (e) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; or (f) govern, afford, authorize or invite judicial discretion regarding (i) the severability or separability of certain provisions of an agreement from other provisions from the same agreement, (ii) the determination of damages, or (iii) the entitlement to attorneys' fees and other costs.

4. Written Amendments and Waivers. Requirements in the Agreement that provisions therein may only be waived or amended in writing may not be enforceable to the extent that an oral agreement or an implied agreement by trade practice or course of conduct has been created modifying any such provision.

Schedule B
to
Opinion
of
Morrison Cohen LLP

Assumptions

For purposes of our letter, we have relied, without investigation, upon each of the following assumptions: (1) all parties to the documents reviewed by us are duly organized, validly existing and in good standing under the laws of all jurisdictions where they are conducting their businesses or otherwise required to be so qualified, and have full power and authority to execute, deliver and perform their duties under such documents and all such documents have been duly authorized, executed and delivered by such parties; (2) each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to the authentic original, and all signatures on each such document are genuine; (3) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; in each case, by or of any party with respect to the subject matter of any of the Reviewed Documents or any of the transactions contemplated thereby; (4) the conduct of the parties to the Reviewed Documents has complied with any requirement of good faith, fair dealing and conscionability; (5) there are no agreements or understandings among the parties (or any other persons or entities), written or oral, and there is no usage of trade or course of prior dealing among the parties (or any other persons or entities) that would, in either case, amend, modify, limit, expand, define, supplement or otherwise qualify the terms of any of the Reviewed Documents; (6) all agreements other than the Agreement reviewed in connection with our letter would be enforced as written; (7) all relevant statutes, rules and regulations are valid and constitutional; (8) the legal capacity of any natural person signing (or who has signed) a Reviewed Document; (9) none of the terms and conditions of the Agreement will be amended, modified or supplemented by the provisions of any other document that we have not reviewed, nor has there been any waiver of any material provisions of the Agreement; (10) if any beneficiary of the Agreement seeks to maintain any action, suit or proceeding in the courts of the State of New York to enforce any provision of the Agreement or any provision of any other agreement or instrument to which the Company may become bound by effect of delivery of the Agreement, such person, if required at such time to hold a certificate of authority to transact business as a foreign corporation or other registration in the State of New York will have obtained such a certificate prior to commencing such action, suit or proceeding; (11) the parties to the Agreement will comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Agreement; (12) the exercise of any rights or enforcement of any remedies under the Agreement would not be unconscionable, result in breach of the peace, or otherwise be contrary to public policy; and (13) the addressee has acted in good faith, without notice of adverse claims, and has complied with all laws applicable to it that affect the Transaction.

Schedule C
to
Opinion
of
Morrison Cohen LLP

Excluded Law and Legal Issues

None of the opinions or advice contained in our letter covers or otherwise addresses any of the following laws, regulations or other governmental requirements or legal issues: (1) Federal, state or local tax laws and regulations; (2) any law, regulation, directive and executive order that prohibits or limits the enforceability of obligations based on attributes of the party seeking enforcement (e.g., the Trading with the Enemy Act and the International Emergency Economic Powers Act); (3) Federal and state environmental laws and regulations (including laws covering the disposal of hazardous wastes); (4) Federal and state antitrust and unfair competition laws and regulations; (5) the Exon-Florio provisions of the Omnibus Trade and Competitiveness Act, Hart-Scott-Rodino and other laws related to filing requirements; (6) Federal and state fiduciary obligations and pension and employee benefit laws and regulations; (7) any local laws (e.g., laws of counties and municipalities); (8) the effect of laws requiring mitigation of damages; (9) compliance by the Company's Board of Directors or officers with their fiduciary duties in connection with their approval of the Agreement or the effect, if any, of any applicable laws regarding (i) the fiduciary duties of majority stockholders (or other equity holders) or (ii) the rights of minority stockholders (or other equity holders) with respect to the transactions contemplated by the Agreement or the corporate or other approvals thereof; (10) Federal, state and local labor laws, and health and safety law (e.g., OSHA); (11) Federal, state or local fraudulent transfer laws and regulations; (12) Federal and state criminal statutes of general application (e.g., mail fraud and wire fraud), and racketeering law (e.g., RICO); (13) Federal, state and local laws concerning national or local emergency; and (14) the enforceability of any provision of, or any obligation under, any document or instrument which the Agreement purports to guarantee.

Schedule D
to
Opinion
of
Morrison Cohen LLP
Excluded Provisions

None of the opinions in our letter covers or otherwise addresses any of the following types of provisions which may be contained in the Agreement:

1. Provisions providing for indemnification or contribution with respect to any other liability or subject matter to the extent enforcement thereof is contrary to public policy.
2. Provisions purporting to waive: (i) notices, legal or equitable defenses, or rights of subrogation (whether expressed as a waiver, consent or otherwise); (ii) rights to damages; (iii) rights to notice and opportunity to cure; (iv) provisions permitting modifications of an agreement only in writing; and (v) other benefits, in each case, to the extent they cannot be waived under applicable law.
3. Provisions purporting to limit rights of third parties who have not consented thereto.
4. Provisions permitting the exercise, under certain circumstances, of (i) rights without notice or without providing opportunity to cure failures to perform, or (ii) various self-help or summary remedies without notice or opportunity for hearing or correction, especially if their operation would work a substantial forfeiture or impose a substantial penalty upon the burdened party.
5. Anything in our letter to the contrary, we express no opinion concerning any of the following: (i) the financial ability of the Company to meet or satisfy its obligations under the Agreement; (ii) the truthfulness, completeness or accuracy of any representation, warranty, certification or statement made by any party to the Agreement, whether therein or in any other document or item referred to or described in the Agreement; (iii) the reasonableness or adequacy of any consideration given to any party in connection with their execution of the Agreement; or (iv) the effect of actions or omissions of any other party to the Agreement, heretofore or hereafter occurring, which constitute fraud, misrepresentation, duress, coercion, obstruction of the Company's performance, failure to perform or such party's failure to act in good faith and/or in a commercially reasonable manner in exercising any or all of its rights and remedies contemplated and authorized by the Agreement.

GUARANTEE AGREEMENT

In order to induce THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY to accept the proposal submitted by CLEAN EARTH OF NORTH JERSEY, INC. on Bid #23450, Provision of Container Services, Transportation, Recycling and/or Disposal of Hazardous Waste, Non-Hazardous Contaminated Wastes and Related Services – Three Year Contract, the undersigned, CLEAN EARTH, INC., which has a material financial interest in the aforementioned corporation submitting said proposal, warrants, undertakes and guarantees that CLEAN EARTH OF NORTH JERSEY, INC. shall well and faithfully do and perform the things agreed by it to be done and performed according to the true terms and true intent and meaning of said Contract, including the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract.

This undertaking is for the benefit of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY and all subcontractors, materialmen and workmen having lawful claims arising out of the performance of said Contract, and all such subcontractors, materialmen and workmen (as well as THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY itself) shall have a direct right of action upon this undertaking; but the rights and equities of such subcontractors, materialmen and workmen shall be subject and subordinate to those of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY.

This undertaking and guarantee shall be in no way impaired or affected by any extensions of time, modification, amendment, omission, addition or change in or to the said Contract or the services to be performed thereunder, or by any payment thereunder before the time required therein, any waiver of any provision or condition thereof (whether precedent or subsequent) or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any services to be performed, or any moneys due or to become due thereunder;

and CLEAN EARTH, INC. does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and does hereby expressly stipulate and agree that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to CLEAN EARTH, INC., as though done by or in relation to CLEAN EARTH OF NORTH JERSEY, INC.

All the terms and conditions of the above guarantee are contained in this instrument, and this instrument may be changed only by express provisions of a writing signed by the party to be charged therewith.

IN WITNESS WHEREOF, the aforementioned guaranteeing corporation, CLEAN EARTH, INC., has caused its corporate seal to be affixed hereto and this instrument to be executed by its duly authorized officer this 16 day of March, 2011

CLEAN EARTH, INC.

By: Bernard Guerin
Name: Bernard Guerin
Title: Secretary

Certificate of Secretary

I, Bernard Guerin, Secretary of Clean Earth, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby certify as follows:

1. That the following is a full, true and correct copy of the resolution adopted by unanimous consent in lieu of meeting of the board of directors of the Corporation dated March [16], 2011 in accordance with law and with the charter and by-laws of the said Corporation; and that the said resolution has not been altered or repealed, and is now in full force and effect:

"WHEREAS, Clean Earth of North Jersey, Inc., a New Jersey corporation and a wholly owned subsidiary of the Corporation has submitted a proposal (the "Proposal") to enter into that certain Provision of Container Services, Transportation, Recycling and/or Disposal of Hazardous Waste, Non-Hazardous Contaminated Wastes and Related Services – Three Year Contract Agreement (the "Contract") with The Port Authority of New York and New Jersey in substantially the form previously reviewed by the Board;

WHEREAS, the Port Authority of New York and New Jersey is unwilling to accept Clean Earth of North Jersey's bid to enter into the Contract with Clean Earth of North Jersey, Inc. unless the Corporation guarantees the performance of the obligations of Clean Earth of North Jersey, Inc. under the terms of the Contract by executing a certain Guarantee Agreement (the "Guarantee Agreement") in favor of the Port Authority of New York and New Jersey in substantially the form previously reviewed by the Board;

NOW THEREFORE, the resolutions set forth below are hereby adopted and approved:

RESOLVED, that in order to induce The Port Authority of New York and New Jersey to accept the Proposal submitted by Clean Earth of North Jersey, Inc. on Contract Bid #23450, said Contract being entitled, Provision of Container Services, Transportation, Recycling and/or Disposal of Hazardous Waste, Non-Hazardous Contaminated Wastes and Related Services – Three Year Contract, this Corporation shall guarantee the obligation of Clean Earth of North Jersey, Inc. under such Contract; and be it further

RESOLVED, that in the judgment of the Board such action will effectuate the purposes and objects of this Corporation, inure to its benefit and promote, enhance and develop its business, interests and assets; and be it further

RESOLVED, that the form, terms and provisions of the Guarantee Agreement are hereby, authorized, approved and adopted, and that the Corporation is hereby authorized, empowered and directed to perform in full all of its obligations under the Guarantee Agreement; and be it further

RESOLVED, that each of the President and any Vice President, Secretary or Treasurer of this Corporation (the "Authorized Officers") be, and he/she hereby is authorized and directed to make, execute and deliver on behalf and in the name of this Corporation the Guarantee

Agreement guaranteeing Clean Earth of North Jersey, Inc.'s obligations under the Contract; and be it further

RESOLVED, that the Authorized Officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute and deliver such documents and perform such other acts and things as may be necessary and convenient for the purpose of effecting such Guarantee Agreement; and be it further

RESOLVED, that all acts of Authorized Officers, attorneys and agents of the Corporation with respect to, or in contemplation of, the transactions contemplated by any of the foregoing resolutions, including those acts taken prior to the date hereof, be and they hereby are, in all respects, ratified, approved, authorized and confirmed."

2. That the purpose of this certificate is to induce The Port Authority of New York and New Jersey to accept the aforementioned proposal and with the intent that the Port Authority, its agents and representatives, shall rely on the truth of the matters contained herein.

IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal this 11 day of March, 2011


Secretary
(Corporate Seal)

ACKNOWLEDGEMENT

State of)
)ss.:
County of)

On this **16th** day of **March** , 2011, before me personally came and appeared **Bernard Guerin** , to me known, who, being by me duly sworn, did depose and say that he/she resides at Ex. 1 that he/she is the **Secretary** of **Clean Earth, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he/she signed his/her name thereto by like order.

(Seal)



COMMONWEALTH OF PENNSYLVANIA
Susan L. Cresney, Notary Public
Middleburg Heights, Ohio
My Commission Expires 03/31/2013
Member, Pennsylvania Association of Notaries

**THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ONE MADISON AVENUE, 7TH FL.
NEW YORK, NY 10010**

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

**TITLE: PROVISION OF CONTAINER SERVICES, TRANSPORTATION,
RECYCLING AND/OR DISPOSAL OF HAZARDOUS WASTE, NON-
HAZARDOUS CONTAMINATED WASTES AND RELATED SERVICES**

BID NO.: 23450

**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 1, 2011 TIME: 11:00 AM

**BUYER NAME: RICHARD A. GREHL PHONE NO.: (212) 435-3941
EMAIL: rgrehl@panynj.gov**

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

CLEAN EARTH OF NORTH JERSEY, INC.
(NAME OF BIDDING ENTITY)

115 JACOBUS AVE.
(ADDRESS)

S. KEARNY, NJ 07032
(CITY, STATE AND ZIP CODE)

DOUGLAS W. SMITH, CONTRACTS MANAGER 973-344-404, X247
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

Exemption 1/4 973-344-8652
(FEDERAL TAX I.D. NO.) (FAX NO.)

BUSINESS CORPORATION **PARTNERSHIP** **INDIVIDUAL**

OTHER (SPECIFY): _____

INVITATION FOR BID

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

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

1. General Information: The Port Authority of New York and New Jersey.....	3
2. Form and Submission of Bid	3
3. Vendor Profile.....	4
4. Acknowledgment of Addenda	4
5. Firm Offer	4
6. Acceptance or Rejection of Bids.....	4
7. Bidder's Questions.....	5
8. Additional Information To and From Bidders.....	5
9. Union Jurisdiction.....	5
10. Assessment of Bid Requirements	5
11. Bidder's Prerequisites	5
12. Qualification Information	6
13. Facility Inspection.....	8
14. Available Documents - General.....	8
15. Pre-award Meeting.....	8
16. Price Preference	8
17. Good Faith Participation	8
18. Certification of Recycled Materials	9
19. City Payroll Tax.....	10
20. Additional Bidder Information	10
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 an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

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

2. Form and Submission of Bid

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

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

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

The Bidder offers to provide the Port Authority of New York and New Jersey the services and to perform all Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein.

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

6. Acceptance or Rejection of Bids

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

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

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

Only 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.

12. Qualification Information

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

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

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

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

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

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

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

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

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

13. 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.

14. Available Documents - General

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

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

15. Pre-award Meeting

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

16. Price Preference

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

17. 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 in the Standard Contract Terms and Conditions, 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 on the Port Authority Website at <http://www.panynj.gov/business-opportunities/supplier-diversity.html> or 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.

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 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.

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>

ATTACHMENT 1 - Certified Environmentally Preferable Products/Practices

Bidder Name: Clean Earth Solutions Date: Feb 1, 2011

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

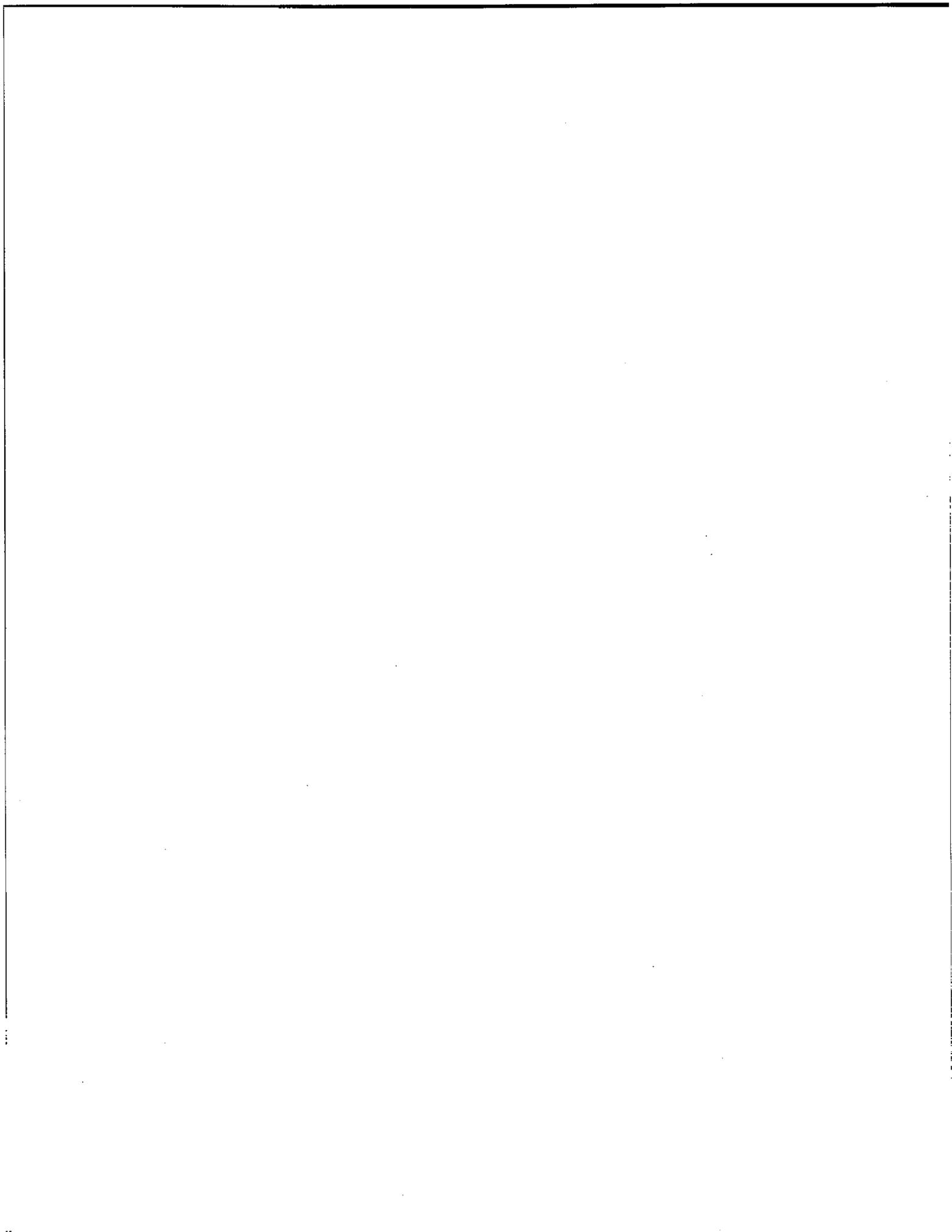
Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates "Yes")

- 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.

Compliance with Name 2/1/11 Date



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

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

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

Provision of container services, transportation, recycling and / or disposal of hazardous waste, non-hazardous contaminated wastes, and related services.

2. Location(s) Services Required

Port Authority facilities, as more fully described in the definition of "Facility" in the Specifications (Part V).

3. Expected Date of Commencement of Contract

On or about May 7, 2011.

4. Contract Type

Unit price.

5. Duration of Contract

Three (3) years.

6. Price Adjustment during Base Term (Index Based)

Not applicable.

7. Option Period(s)

One (1), three (3) year Option.

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

Option Period price adjustment is based on the Consumer Price Index as detailed in Part III, Item 4.

9. Extension Period

120 day Applicable

10. Facility Inspection

Not Applicable

11. Specific Bidder's Prerequisites

a. 1. The Bidder shall be a USEPA permittee and direct provider of hazardous waste disposal services, verifiable through the EPA website: (http://www.epa.gov/enviro/html/rcris/rcris_query_java.html) and showing a North American Industrial Classification System (NAICS) Code of 562211 for hazardous waste treatment and disposal.

a. 2. The Bidder must be a permitted by the USEPA as a Transportation, Storage and Disposal Facility (TSDF)

b. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of a hazardous materials disposal business, and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

c. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.

d. 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 \$1,000,000 annual gross income from the type of services required under this Contract.

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

12. Available Documents

The following documents will be made available for reference and examination by appointment only. Please contact Dorian Bailey at (201) 216-2963.

Current contract entitled, "Hazardous Waste Disposal Services for Port Authority Facilities" # 4600607115.

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

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

PART III - CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary management, supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and fully set forth in 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. Duration

- a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written Notice of Award (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration

Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. Payment

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager of the Materials Engineering Unit or his designee by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment in full will be made within forty-five (45) days of Port Authority verification of the invoice. In the event that the final certificate of disposal (COD) is not available at the time of invoicing for the services, the Port Authority of NY & NJ will pay the invoice within 45 days; however, failure to provide the COD within forty-five (45) days after receipt of the invoice by the Port Authority will result in the assessment of liquidated damages, identified in Part III, Paragraph 5. "Liquidated Damages".

- c) No certificate, payment, acceptance of any Work 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.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

4. Price Adjustment

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable during the three (3) years of the Base Term. For the Option Period that is applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in Section 2, hereof), The Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ_CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index"). The maximum CPI adjustment in any period shall be no greater than 3%. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period.

For the first year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of August 2012 and August 2013. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for August 2013 and the denominator of which is the Price Index for August 2012. The resulting product shall be the amounts payable to the Contractor in the first year of the three (3) year Option Period.

For the second year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of August 2013 and August 2014. The amounts payable to the Contractor in the first year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2014 and the denominator of which is the Price Index for August 2013. The resulting product shall be the amounts payable to the Contractor in the second year of the three (3) year Option Period.

For the third year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of August 2014 and August 2015. The amounts payable to the Contractor in the second year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2015 and the denominator of which is the Price Index for August 2014. The resulting product shall be the amounts payable to the Contractor in the third year of the three (3) year Option Period.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate.

5. Liquidated Damages

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

- a. For failure to complete removal of all hazardous waste within thirty (30) days, liquidated damages in the amount of \$100.00 per day for each day in excess of 30 days or such extended periods as may be approved by the Manager of the Materials Engineering Unit or his designee, shall be assessed until the removal is completed.
- b. For any item of work not performed or not satisfactorily performed, liquidated damages in the amount \$100.00 per day for each day beyond the time limit set by the Manager shall be assessed.
- c. For failure to arrive at site for emergency response work within the required four (4) hour time frame, liquidated damages in the amount of

\$1000.00 per hour for each full hour in excess of the four hour requirement.

- d. For failure to deliver a Certificate of Disposal or Recycling within 45 days from completion of removal, liquidated damages in the amount of \$100.00 per day for each day in excess of 45 days until the Certificate of final Disposal or Recycling is received, shall be assessed.
- e. For failure to deliver the "Return Copy" of a manifest within 30 days from completion of removal, liquidated damages in the amount of \$100.00 per day for each day in excess of 30 days until the Return Copy is received.

For delays caused through no fault of the Contractor, extensions shall be granted for such period as the Port Authority deemed equitable but not longer than a period equal to the time lost because of the delay. The Contractor shall give written notice to the Port Authority of any delay within two (2) days from the beginning thereof and his/her failure to do so shall constitute a waiver of any extension time thereof.

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

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

6. Insurance

The Contractor shall take out, maintain and pay the premiums on the following: a policy of Commercial General Liability Insurance, including but not limited to Premises-Operations, Products-Completed Operations and Independent Contractor coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract, and if vehicles are used, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance (covering all owned, non-owned and hired autos) and Contractor's Environmental Liability Insurance with each policy being in not less than the following limits:

Commercial General Liability Insurance:

\$5,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage. If Work is to be performed on or within 50 feet of railroad property, then the contractual liability coverage shall contain an endorsement deleting any railroad exclusion.

Commercial Automobile Liability Insurance:

\$5,000,000 Combined Single Limit each accident for Bodily Injury and

Property Damage covering "Any" autos.
Hazardous/contaminated waste transportation insurance shall be provided by any Contractor or subcontractor hauling hazardous/contaminated waste with a limit of \$5,000,000 each occurrence.

Environmental Liability Insurance

The Contractor or its subcontractor shall procure and maintain in force an Environmental Liability Insurance Policy, covering the Contractor's pollution legal liability, including cleanup, with limits not less than \$5,000,000 per occurrence for bodily injury and property damage tailored to the specific exposures as they relate to the Work of this Contract.

Such policy and any certificate of insurance submitted hereunder in relation to such policy shall (I) be expressly endorsed for each Authority facility under this Contract and each transfer location, travel route and material disposition location selected by the Contractor, (ii) state that claims disputes and coverage shall be litigated in United States courts having jurisdiction, and not be limited to arbitration, and (III) acknowledge the Contractor's disclosure to the insurance carrier that the material may be considered a hazardous substance/waste under applicable law including, but not limited to, RCRA and/or CERCLA and/or the Toxic Substance Control Act (TSCA). It should be noted that the substances may be considered "hazardous" under CERCLA, but not necessarily "hazardous" under RCRA and that such materials if RCRA "hazardous" would require a manifest and disposal certificate under RCRA at a Subtitle C hazardous waste disposal facility. A copy of this Contract, including all schedules and documents attached hereto, shall be provided to the insurance carrier.

If watercraft is to be used, the Contractor shall take out, maintain and pay the premiums on a policy of Marine Protection and Indemnity Insurance (that will "pay on behalf of" basis) and Chartered Legal Liability, where applicable, or similar watercraft coverage, relating to the operation, maintenance or use of any vessel (whether self-propelled or being towed) in connection with work to be performed under this Contract, in a limit of liability of not less than \$5,000,000 for any one occurrence. Coverage will also include Maritime endorsement covering Masters and Members of the crew of vessels, \$1,000,000 per occurrence. (The Jones Act).

The Contractor shall also take out, maintain and pay the premiums on Workers' Compensation Insurance, including an all-states endorsement, in accordance with the requirements of the States where the service will be provided, and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident.

If the Contractor's work is on or within 50 feet of railroad property, the Contractor shall have the Workers' Compensation policy endorsed to include Coverage B - Federal Employers' Liability Act, with a limit of not less than \$1,000,000.

The policies providing for the above required liability insurance shall name "The Port Authority of New York & New Jersey and its wholly owned entities as additional insured" and shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days written advance notice thereof to the General Manager, Risk Management, The Port Authority of New York and New Jersey, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003 (Attn: Contract Insurance Review). The Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than those forming part of the standard, basis, unamended, and unendorsed Commercial General Liability Policy. The liability policies and certificates of insurance shall be endorsed so that "*The insurers shall not, without obtaining the express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.*"

All the aforesaid policies of liability insurance shall also contain an endorsement deleting any exclusion for severability of interests so that the policy or policies will provide that the protections afforded the Contractor thereunder with respect to any claim or action against the Contractor by a third person shall pertain and apply with like effect with respect to a claim or action against the Contractor by the Port Authority and that said protections shall also pertain or apply with respect to any claim or action against the Port Authority by the Contractor, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

Within five (5) days after the acceptance of its Proposal, the Contractor shall deliver to the General Manager, Risk Management, The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, N.Y. 10003 (Attn: Contract Insurance Review), certificate of insurance evidencing the above insurance, stating the Contract number and title and containing a separate express statement of compliance with each of the requirements above set forth in this Section. Upon the request of the General Manager, Risk Management, the Contractor shall meet with the General Manager, Risk Management and furnish for the Port Authority's inspection either the policies themselves or a certified copy of each policy and, if further requested, the provisions for establishing premiums. The Port Authority will not require that the Contractor leave this information with the Port Authority. The Contractor shall retain all documents and copies thereof.

The requirements of this Section are for the greater assurance of the Port Authority that the Contractor will be financially able to discharge its obligations under the Section hereof entitled "Risks Assumed by the Contractor" and shall not in any way be construed as a limitation on the nature or extent of such obligations. If at any time the

above liability insurance should be canceled, terminated or modified so that insurance is not in effect as above required, then if the General Manager, Risk Management shall so direct, the Contractor shall suspend performance of this Contract. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not so suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Authority.

All insurance communications shall reference CITS Number 3632N.

7. Increase and Decrease in Areas or Frequencies

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

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

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

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

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

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

8. Extra Work

The Contractor is required to provide separate materials, supplies, equipment, supervision and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total

Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof.

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

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

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

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

"Employees" as used above means only the employees of one employer.

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

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

plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

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

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

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

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

For Extra Work, the Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager. In the case of an emergency response request, the Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager to the site of the incident within four (4) hours following the receipt of written or verbal notice from the Manager. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.



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

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

PROCUREMENT

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 120 days after the date on which the Port Authority opens this bid.

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

Bidding Entity Clean Earth of North Jersey, Inc.
Bidder's Address 115 Jacobus Ave.
City, State, Zip S. Kearny, NJ 07032
Telephone No. 973-344-4004 x247 FAX 973-344-8652
Email dswith@cleanearthinc.com EIN# Ex. 1/4

SIGNATURE [Signature] Date 1/28/11
Print Name and Title MICHAEL GOEBNER PRESIDENT

ACKNOWLEDGEMENT:
STATE OF: Pennsylvania
COUNTY OF: Bucks

On this 28th day of Jan, 2011, personally came before me, Michael Goebner, 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.

[Signature]
Notary Public
COMMONWEALTH OF PENNSYLVANIA
Notary and
Susan L. Crescenzo, Notary Public
Middletown Twp. Bucks County
My Commission Expires July 12, 2013
Member, Pennsylvania Association of Notaries

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

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

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

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)
Michael Goebner	President, Secretary	820 Wooded Pond Rd. Lower Gwynedd, PA 19002
Robert Fixter	VP, Operations + Compliance	487 Devon St. Kearny, NJ 07032
Bernard Guerin	Vice President, Treasurer	45 Broxton Way Glassboro, NJ 08028
Averil Rauce	VP, EHS	17 Highland St. E. Brunswick, NJ 08816

PROCUREMENT

2011 FEB -8 AM 11:56

TABLE OF CONTENTS

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

PART IV - 3

Rev. 2/12/10(PA/PATH)

3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink 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). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price for Three Years (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price for Three Years is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Estimated Annual Price is arrived by multiplying the respective Estimated Annual Quantity by the Unit Price inserted by the Contractor for that item.
- h. The Estimated Price for Three Years for this Item is arrived by summing the Estimated Annual Price for the 1st, 2nd and 3rd years.

The Total Estimated Contract Price for Three Years is arrived at by summing all of the Estimated Price for Three Years for this Item

CLEAN EARTH OF NORTH JERSEY, INC.

Item	Type	Code	Estimated Annual Quantity	Quantity Unit	Description	Unit Price 1st Year	Estimated Price 1st Year	Unit Price 2nd Year	Estimated Price 2nd Year	Unit Price 3rd Year	Estimated Price 3rd Year	Years After Three	Est Price for Three Years After Three
1	Transportation and Vehicles	Large TT Truck	100	trip	Furnish transportation, truck trailer with lift gate for 60 to 80 SS-gallon drums.	\$ 592.00	\$ 59,200.00	\$ 596.00	\$ 59,600.00	\$ 594.00	\$ 59,400.00	60,400.00	\$ 179,400.00
2	Transportation and Vehicles	Small TT Truck	50	trip	Furnish transportation, truck trailer with lift gate for 20 to 40 SS-gallon drums.	\$ 541.00	\$ 27,050.00	\$ 545.00	\$ 27,200.00	\$ 552.00	\$ 27,600.00	27,600.00	\$ 81,950.00
3	Transportation and Vehicles	FB Truck	5	trip	Furnish transportation, flat bed truck with lift gate to pickup transformers from Port Authority facilities.	\$ 582.00	\$ 2,910.00	\$ 594.00	\$ 2,970.00	\$ 604.00	\$ 3,020.00	\$ 3,020.00	\$ 9,010.00
4	Transportation and Vehicles	Add Shop	100	shop	Additional pickup points for all types of trucks, including vacuum trucks.	\$ 184.00	\$ 18,400.00	\$ 190.00	\$ 19,000.00	\$ 196.00	\$ 19,600.00	\$ 19,600.00	\$ 57,000.00
5	Transportation and Vehicles	Vac. Truck Haz Waste	25	trip	Furnish vacuum truck to pick up hazardous waste from Port Authority facilities.	\$ 592.00	\$ 14,800.00	\$ 598.00	\$ 14,950.00	\$ 604.00	\$ 15,100.00	\$ 15,100.00	\$ 44,850.00
6	Transportation and Vehicles	Vac Truck PCBs	3	trip	Furnish vacuum truck to vacuum PCB contaminated oil from transformers.	\$ 592.00	\$ 1,776.00	\$ 598.00	\$ 1,794.00	\$ 604.00	\$ 1,812.00	\$ 1,812.00	\$ 5,382.00
7	Transportation and Vehicles	Vac Truck Oil Non-PCBs	3	trip	Furnish vacuum truck to vacuum non-PCB contaminated oil from NY or NJ transformers.	\$ 592.00	\$ 1,776.00	\$ 598.00	\$ 1,794.00	\$ 604.00	\$ 1,812.00	\$ 1,812.00	\$ 5,382.00
8	Transportation and Vehicles	Extra Payment for Stewart Airport	5	trip	Surcharge for travel to Stewart Airport, applies to all transportation and use of the line items.	\$ 282.00	\$ 1,410.00	\$ 288.00	\$ 1,440.00	\$ 294.00	\$ 1,470.00	\$ 1,470.00	\$ 4,320.00
9	Transportation and Vehicles	Vac truck	5	day	Furnish oil of truck.	\$ 592.00	\$ 2,960.00	\$ 598.00	\$ 2,990.00	\$ 604.00	\$ 3,020.00	\$ 3,020.00	\$ 9,070.00

Copy of PA Price Sheet: 9/2/2010 - 2-1-11(2), Rev. 2-2-11

Line Items

Additional Comments:

The quantity for payment under this item shall be the number of round trips made from the Contractor's facility to the location and back when he/she picks up at a single Port Authority facility. To get up hazardous waste in accordance with the specifications, included in the contract, under this item shall be transportation to the truck stop, driver's helper, any additional labor required to secure the load to the truck (if not done by the driver), driver's helper, per demerit expenses, being expenses, insurance, gas, control needed, the cost of oil, fuel and other strict incidental expenses returned to the Contractor from the Port Authority. Payment for vehicles with lift gates, when required for use shall be considered part of this item. Payment for vehicles with lift gates, when the Contractor's capacity to the disposal site shall not be included under this item, but will be included under the item covering disposal of PCB liquids and materials. This item is for either a box trailer or flat bed.

The quantity for payment under this item shall be the number of round trips made from the Contractor's facility and back which includes a single stop at a Port Authority facility to pick up hazardous waste in accordance with the specifications when ordered by the Manager, Materials Engineering Division. Included in the payment under this item shall be transportation to the truck stop, driver's helper, any additional labor required to secure the load to the truck (if not done by the driver), being expenses, insurance, gas, control needed, the cost of oil, fuel and other strict incidental expenses returned to the Contractor from the Port Authority. Payment for vehicles with lift gates, when required for use shall be considered part of this item. Payment for vehicles with lift gates, when the Contractor's capacity to the disposal site shall not be included under this item, but will be included under the item covering disposal of PCB liquids and materials. This item is for either a box trailer or flat bed.

The quantity for payment under this item shall be the number of round trips made from the Contractor's facility to the location and back to pick up hazardous waste in accordance with the specifications when ordered by the Manager, Materials Engineering Division. Included in the payment under this item shall be transportation to the truck stop, driver's helper, any additional labor required to secure the load to the truck (if not done by the driver), being expenses, insurance, gas, control needed, the cost of oil, fuel and other strict incidental expenses returned to the Contractor from the Port Authority. Payment for vehicles with lift gates, when required for use shall be considered part of this item. Payment for vehicles with lift gates, when the Contractor's capacity to the disposal site shall not be included under this item, but will be included under the item covering disposal of PCB liquids and materials. This item is for either a box trailer or flat bed.

The quantity for payment under this item shall be the number of round trips made from the Contractor's facility to the location and back to pick up hazardous waste in accordance with the specifications when ordered by the Manager, Materials Engineering Division. Included in the payment under this item shall be transportation to the truck stop, driver's helper, any additional labor required to secure the load to the truck (if not done by the driver), being expenses, insurance, gas, control needed, the cost of oil, fuel and other strict incidental expenses returned to the Contractor from the Port Authority. Payment for vehicles with lift gates, when required for use shall be considered part of this item. Payment for vehicles with lift gates, when the Contractor's capacity to the disposal site shall not be included under this item, but will be included under the item covering disposal of PCB liquids and materials. This item is for either a box trailer or flat bed.

Item	Type	Code	Estimated Quantity	Quantity Unit	Description	Unit Price	Est Annual Price 1st Year	Unit Price 2nd Year	Est Annual Price 2nd Year	Unit Price 3rd Year	Est Annual Price 3rd Year	Est Price for Three Years this Item	Additional Comments
53	Lab Pack	3 1/2 Gal. Recycled Drum from Pump	1	drum	Disposal of 3 1/2 Gal. Recycled Drum from Pump	\$ 265.00	\$ 265.00	\$ 277.00	\$ 271.00	\$ 270.00	\$ 278.00	\$ 812.00	as above
54	Lab Pack	20 Gal. Recycled Drum from Pump	1	drum	Disposal of 20 Gal. Recycled Drum from Pump	\$ 233.00	\$ 233.00	\$ 29.00	\$ 29.00	\$ 35.00	\$ 35.00	\$ 97.00	as above
55	Lab Pack	150 Gal. Recycled Drum from Pump	1	drum	Disposal of 150 Gal. Recycled Drum from Pump	\$ 253.00	\$ 253.00	\$ 253.00	\$ 253.00	\$ 253.00	\$ 253.00	\$ 759.00	as above
56	Lab Pack	50 Gal. Recycled Drum from Pump	1	drum	Disposal of 50 Gal. Recycled Drum from Pump	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 54.00	as above
57	Lab Pack	Chemical	2	day	Furnish lab pack chemical								
58	Recycling	Non-Hex. CW Water VT	200	gallon	Recycling of non-Hex. CW water of in vacuum truck with per cent water from 10.0-20%	\$ 0.78	\$ 156.00	\$ 0.78	\$ 156.00	\$ 0.81	\$ 162.00	\$ 474.00	The quantity for payment under this item shall be the number of gallons disposed of by the Contractor in accordance with the Specifications when ordered by the Manager, Materials Engineering Division. The unit price for this item includes transportation for disposal to the appropriate facility.
59	Recycling	Non-Hex. CW Water VT	20	gallon	Recycling of non-Hex. CW water of in vacuum truck with per cent water from 10.0-20%	\$ 72.00	\$ 1,440.00	\$ 74.00	\$ 1,480.00	\$ 77.00	\$ 1,540.00	\$ 4,460.00	The quantity for payment under this item shall be the number of gallons disposed of by the Contractor in accordance with the Specifications when ordered by the Manager, Materials Engineering Division. The unit price for this item includes transportation for disposal to the appropriate facility.
60	Recycling	Non-Hex. CW Water VT	500	gallon	Recycling of non-Hex. CW water of in vacuum truck	\$ 0.78	\$ 390.00	\$ 0.78	\$ 390.00	\$ 0.81	\$ 405.00	\$ 1,175.00	The quantity for payment under this item shall be the number of gallons disposed of by the Contractor in accordance with the Specifications when ordered by the Manager, Materials Engineering Division. The unit price for this item includes transportation for disposal to the appropriate facility.
61	Recycling	Non-Hex. CW Water VT	200	gallon	Recycling of non-Hex. CW water of in vacuum truck with per cent water from 10.0-20%	\$ 0.78	\$ 156.00	\$ 0.78	\$ 156.00	\$ 0.81	\$ 162.00	\$ 474.00	The quantity for payment under this item shall be the number of gallons disposed of by the Contractor in accordance with the Specifications when ordered by the Manager, Materials Engineering Division. The unit price for this item includes transportation for disposal to the appropriate facility.
62	Recycling	Non-Hex. CW Water VT	20	gallon	Recycling of non-Hex. CW water of in vacuum truck with per cent water from 10.0-20%	\$ 72.00	\$ 1,440.00	\$ 74.00	\$ 1,480.00	\$ 77.00	\$ 1,540.00	\$ 4,460.00	The quantity for payment under this item shall be the number of gallons disposed of by the Contractor in accordance with the Specifications when ordered by the Manager, Materials Engineering Division. The unit price for this item includes transportation for disposal to the appropriate facility.
63	Recycling	Non-Hex. CW Water VT	10	gallon	Recycling of non-Hex. CW water of in vacuum truck with per cent water from 10.0-20%	\$ 72.00	\$ 720.00	\$ 74.00	\$ 740.00	\$ 77.00	\$ 770.00	\$ 2,230.00	The quantity for payment under this item shall be the number of gallons disposed of by the Contractor in accordance with the Specifications when ordered by the Manager, Materials Engineering Division. The unit price for this item includes transportation for disposal to the appropriate facility.
64	Liquid Waste	D001	40	drum	Disposal of liquid waste in D001 141 drums, ignitable (I) Waste	\$ 102.00	\$ 4,080.00	\$ 105.00	\$ 4,200.00	\$ 109.00	\$ 4,360.00	\$ 12,640.00	The quantity for payment under this item shall be the number of liquid hazardous waste drums disposed of in accordance with the Materials Engineering Division. The cost of disposal of the container is included in the unit price for this item. These items include transportation for disposal to the appropriate facility.
65	Liquid Waste	D001	25	drum	Disposal of liquid waste in 5 or 6-gallon pails, ignitable (I) Waste	\$ 60.00	\$ 1,500.00	\$ 61.00	\$ 1,525.00	\$ 63.00	\$ 1,575.00	\$ 3,600.00	as above
66	Liquid Waste	D001 & D008 Storage	25	drum	Disposal of Combustible Liquid waste in D001 141 drums, D001 Characteristic - mixture of diesel oil, water & sulfur	\$ 260.00	\$ 6,500.00	\$ 272.00	\$ 6,800.00	\$ 283.00	\$ 7,075.00	\$ 20,375.00	as above
67	Liquid Waste	D001 & Oil & Antifeez	5	drum	Disposal of Flammable Liquid waste in D001 141 drums, D001 Characteristic - mixture of oil & antifeez	\$ 102.00	\$ 510.00	\$ 105.00	\$ 525.00	\$ 109.00	\$ 545.00	\$ 1,580.00	as above
68	Liquid Waste	D001 & Paint Waste	20	drum	Disposal of Flammable Liquid waste in D001 141 drums, D001 Characteristic - paint, paint thinners and other paint related materials	\$ 135.00	\$ 2,700.00	\$ 139.00	\$ 2,780.00	\$ 145.00	\$ 2,900.00	\$ 8,380.00	as above
69	Liquid Waste	D001 & Paint Waste, loose pack of small containers	20	drum	Disposal of Flammable Liquid waste in D001 141 drums, D001 Characteristic - paint, paint thinners and other paint related materials	\$ 175.00	\$ 3,500.00	\$ 180.00	\$ 3,600.00	\$ 187.00	\$ 3,740.00	\$ 10,840.00	as above
70	Liquid Waste	D001 & Paint Waste	20	pail	Disposal of Flammable Liquid waste in 5 or 6-gallon pails, D001 Characteristic - paint, paint thinners and other paint related materials	\$ 40.00	\$ 1,000.00	\$ 41.00	\$ 1,020.00	\$ 43.00	\$ 1,060.00	\$ 3,080.00	as above
71	Liquid Waste	D001 & D008	5	drum	Disposal of Flammable Liquid waste in D001 141 drums, D001 and D008 Characteristic - ascorbic acid	\$ 124.00	\$ 610.00	\$ 126.00	\$ 630.00	\$ 130.00	\$ 650.00	\$ 1,900.00	as above
72	Liquid Waste	D001 & D008, loose pack of small containers	5	drum	Disposal of Flammable Liquid waste in D001 141 drums, D001 and D008 Characteristic - ascorbic acid	\$ 185.00	\$ 925.00	\$ 190.00	\$ 950.00	\$ 198.00	\$ 990.00	\$ 2,865.00	as above
73	Liquid Waste	D001 & D008	10	pail	Disposal of Flammable Liquid waste in 5 or 6-gallon pails, D001 and D008 Characteristic - associated salts	\$ 50.00	\$ 500.00	\$ 51.00	\$ 510.00	\$ 53.00	\$ 530.00	\$ 1,540.00	as above
74	Liquid Waste	D001 & D018	20	drum	Disposal of Flammable Liquid waste in D001 141 drums, D001 and D018 Characteristic - mixture of gasoline, fuel additives and 40% water	\$ 102.00	\$ 2,040.00	\$ 105.00	\$ 2,100.00	\$ 109.00	\$ 2,180.00	\$ 6,320.00	as above
75	Liquid Waste	D001 & D018	10	pail	Disposal of Flammable Liquid waste in 5 or 6-gallon pails, D001 and D018 Characteristic - mixture of gasoline, fuel additives and 40% water	\$ 50.00	\$ 500.00	\$ 51.00	\$ 510.00	\$ 53.00	\$ 530.00	\$ 1,540.00	as above
76	Liquid Waste	D002 Acids, Composites Characteristics, all acids except Sulfuric, Hydrochloric, Nitric, Chromic, and Selenic Acids	50	drum	Disposal of liquid waste in D002 141 drums, Composites (C) Waste	\$ 173.00	\$ 8,650.00	\$ 177.00	\$ 8,850.00	\$ 184.00	\$ 9,200.00	\$ 28,700.00	as above

Line	Type	Code	Estimated Annual Quantity	Quantity Unit	Description	Unit Price 1st Year	Est. Annual Price 1st Year	Unit Price 2nd Year	Est. Annual Price 2nd Year	Unit Price 3rd Year	Est. Annual Price 3rd Year	Unit Price 4th Year	Est. Annual Price 4th Year	Unit Price 5th Year	Est. Annual Price 5th Year	Est. Price for 5th Year	Est. Price for 5th Year	Est. Price for 5th Year			
77	Liquid Waste	0002 Acetic, Sulfuric, Phosphoric, Nitric, Chromic, and Selenic Acids	50	drum	Disposal of liquid waste in DOT 1A1 drums, Corrosive (C) Waste, 0002 Acetic, Sulfuric, Phosphoric, Nitric, Chromic, and Selenic Acids, and Selenic Acid.	\$ 395.00	\$ 19,750.00	\$ 405.00	\$ 20,250.00	\$ 421.00	\$ 21,050.00	\$ 431.00	\$ 21,550.00	\$ 441.00	\$ 22,050.00	\$ 451.00	\$ 22,550.00	\$ 461.00	\$ 23,050.00		
78	Liquid Waste	0002 Basic	10	drum	Disposal of liquid waste in DOT 1A1 drums, Corrosive (C) Waste, 0002 Basic, Characteristics.	\$ 79.00	\$ 790.00	\$ 81.00	\$ 810.00	\$ 83.00	\$ 830.00	\$ 85.00	\$ 850.00	\$ 87.00	\$ 870.00	\$ 89.00	\$ 890.00	\$ 91.00	\$ 910.00	\$ 93.00	\$ 930.00
79	Liquid Waste	0002 Acidic	25	drum	Disposal of liquid waste in DOT 1A1 drums, Corrosive (C) Waste, 0002 Acidic, Characteristics.	\$ 61.00	\$ 1,525.00	\$ 62.00	\$ 1,550.00	\$ 64.00	\$ 1,600.00	\$ 65.00	\$ 1,625.00	\$ 67.00	\$ 1,675.00	\$ 68.00	\$ 1,700.00	\$ 70.00	\$ 1,750.00	\$ 71.00	\$ 1,775.00
80	Liquid Waste	0002 Basic	50	drum	Disposal of liquid waste in DOT 1A1 drums, Corrosive (C) Waste, 0002 Basic, Characteristics.	\$ 61.00	\$ 3,050.00	\$ 62.00	\$ 3,100.00	\$ 64.00	\$ 3,200.00	\$ 65.00	\$ 3,250.00	\$ 67.00	\$ 3,350.00	\$ 68.00	\$ 3,400.00	\$ 70.00	\$ 3,450.00	\$ 71.00	\$ 3,500.00
81	Liquid Waste	0002 & Paints	5	drum	Disposal of Corrosive Liquid Waste in DOT 1A1 or 1A2 drums, Corrosive (C) Waste, 0002 Characteristics, paint sludge with 40% to 60% water.	\$ 175.00	\$ 875.00	\$ 180.00	\$ 900.00	\$ 187.00	\$ 935.00	\$ 192.00	\$ 960.00	\$ 197.00	\$ 985.00	\$ 202.00	\$ 1,010.00	\$ 207.00	\$ 1,035.00	\$ 212.00	\$ 1,060.00
82	Liquid Waste	0002 Spent Cleaner	10	drum	Disposal of Corrosive Liquid Waste in DOT 1A1 or 1A2 drums, Corrosive (C) Waste, 0002 Characteristics, spent cleaner/disposal liquid with 40% to 60% water.	\$ 225.00	\$ 2,250.00	\$ 230.00	\$ 2,310.00	\$ 240.00	\$ 2,400.00	\$ 245.00	\$ 2,450.00	\$ 255.00	\$ 2,550.00	\$ 260.00	\$ 2,600.00	\$ 265.00	\$ 2,650.00	\$ 275.00	\$ 2,750.00
83	Liquid Waste	0001 Paint Waste - Loose Pack	5	drum	Disposal of Paint Waste in DOT 1A1 drums, Reactive (R) Waste, 0001 Characteristics, Paint, Paint Thinner and Other Paint Related Materials.	\$ 185.00	\$ 925.00	\$ 190.00	\$ 950.00	\$ 198.00	\$ 990.00	\$ 203.00	\$ 1,015.00	\$ 208.00	\$ 1,040.00	\$ 213.00	\$ 1,065.00	\$ 218.00	\$ 1,090.00	\$ 223.00	\$ 1,115.00
84	Liquid Waste	0003	2	drum	Disposal of liquid waste in DOT 1A1 drums, Reactive (R) Waste, 0003 Characteristics.	\$ 380.00	\$ 760.00	\$ 377.00	\$ 754.00	\$ 392.00	\$ 784.00	\$ 397.00	\$ 794.00	\$ 402.00	\$ 804.00	\$ 407.00	\$ 814.00	\$ 412.00	\$ 824.00	\$ 417.00	\$ 834.00
85	Liquid Waste	Toxic	3	drum	Disposal of liquid waste in DOT 1A1 drums, Toxic (T) Waste, 0003 Characteristics.	\$ 285.00	\$ 855.00	\$ 292.00	\$ 876.00	\$ 304.00	\$ 912.00	\$ 312.00	\$ 936.00	\$ 320.00	\$ 960.00	\$ 328.00	\$ 984.00	\$ 336.00	\$ 1,008.00	\$ 344.00	\$ 1,032.00
86	Liquid Waste	Acidic Hazard	1	drum	Disposal of liquid waste in DOT 1A1 drums with Acidic Hazard (H) Waste, Characteristics.	\$ 683.00	\$ 683.00	\$ 700.00	\$ 700.00	\$ 728.00	\$ 728.00	\$ 756.00	\$ 756.00	\$ 784.00	\$ 784.00	\$ 812.00	\$ 812.00	\$ 840.00	\$ 840.00	\$ 868.00	\$ 868.00
87	Liquid Waste	TCP Metals	10	drum	Disposal of liquid waste in DOT 1A1 drums with TCP Metals Waste Characteristics (D004 - D011) including chromium and mercury.	\$ 78.00	\$ 780.00	\$ 80.00	\$ 800.00	\$ 83.00	\$ 830.00	\$ 86.00	\$ 860.00	\$ 89.00	\$ 890.00	\$ 92.00	\$ 920.00	\$ 95.00	\$ 950.00	\$ 98.00	\$ 980.00
88	Liquid Waste	TCP Chromium	20	drum	Disposal of liquid waste in DOT 1A1 drums with TCP Chromium (D002) and Hexavalent Chromium Waste.	\$ 265.00	\$ 5,300.00	\$ 272.00	\$ 5,440.00	\$ 283.00	\$ 5,660.00	\$ 290.00	\$ 5,800.00	\$ 297.00	\$ 5,940.00	\$ 304.00	\$ 6,080.00	\$ 311.00	\$ 6,220.00	\$ 318.00	\$ 6,360.00
89	Liquid Waste	TCP Chromium Bulk	500	gallon	Disposal of liquid waste in DOT 1A1 drums with TCP Chromium (D002) and Hexavalent Chromium Waste.	\$ 1.50	\$ 750.00	\$ 1.54	\$ 770.00	\$ 1.60	\$ 800.00	\$ 1.65	\$ 825.00	\$ 1.70	\$ 850.00	\$ 1.75	\$ 875.00	\$ 1.80	\$ 900.00	\$ 1.85	\$ 925.00
90	Liquid Waste	TCP Mercury	5	drum	Disposal of liquid waste in DOT 1A1 drums with TCP Mercury (D003) Waste.	\$ 270.00	\$ 1,350.00	\$ 271.00	\$ 1,355.00	\$ 286.00	\$ 1,430.00	\$ 291.00	\$ 1,455.00	\$ 306.00	\$ 1,530.00	\$ 311.00	\$ 1,555.00	\$ 326.00	\$ 1,630.00	\$ 331.00	\$ 1,655.00
91	Liquid Waste	TCP Lead	25	drum	Disposal of liquid waste in DOT 1A1 or 1A2 drums with TCP Lead (D008) Waste.	\$ 78.00	\$ 1,950.00	\$ 80.00	\$ 2,000.00	\$ 83.00	\$ 2,075.00	\$ 86.00	\$ 2,150.00	\$ 89.00	\$ 2,225.00	\$ 92.00	\$ 2,300.00	\$ 95.00	\$ 2,375.00	\$ 98.00	\$ 2,450.00
92	Liquid Waste	TCP Lead & Cu	20	drum	Disposal of liquid waste in DOT 1A1 or 1A2 drums with TCP Lead (D008) and Copper Waste.	\$ 78.00	\$ 1,560.00	\$ 80.00	\$ 1,600.00	\$ 83.00	\$ 1,660.00	\$ 86.00	\$ 1,720.00	\$ 89.00	\$ 1,780.00	\$ 92.00	\$ 1,840.00	\$ 95.00	\$ 1,900.00	\$ 98.00	\$ 1,960.00
93	Liquid Waste	TCP Organic	10	drum	Disposal of liquid waste in DOT 1A1 drums with TCP Organic Waste Characteristics.	\$ 95.00	\$ 950.00	\$ 97.00	\$ 970.00	\$ 101.00	\$ 1,010.00	\$ 103.00	\$ 1,030.00	\$ 107.00	\$ 1,070.00	\$ 110.00	\$ 1,100.00	\$ 113.00	\$ 1,130.00	\$ 117.00	\$ 1,170.00
94	Liquid Waste	Spent Lubricating Oil	5	drum	Disposal of liquid waste in DOT 1A1 or 1A2 drums of spent lubricating oil.	\$ 73.00	\$ 365.00	\$ 77.00	\$ 385.00	\$ 80.00	\$ 400.00	\$ 84.00	\$ 420.00	\$ 88.00	\$ 440.00	\$ 92.00	\$ 460.00	\$ 96.00	\$ 480.00	\$ 100.00	\$ 500.00
95	Liquid Waste	DOT3 Hydraulic Oil	5	drum	Disposal of liquid waste in DOT 1A1 or 1A2 drums of spent hydraulic oil.	\$ 75.00	\$ 375.00	\$ 77.00	\$ 385.00	\$ 80.00	\$ 400.00	\$ 84.00	\$ 420.00	\$ 88.00	\$ 440.00	\$ 92.00	\$ 460.00	\$ 96.00	\$ 480.00	\$ 100.00	\$ 500.00
96	Liquid Waste	F-Waste	5	drum	Disposal of F-Waste in DOT 1A1 drums.	\$ 270.00	\$ 1,350.00	\$ 277.00	\$ 1,385.00	\$ 298.00	\$ 1,490.00	\$ 305.00	\$ 1,525.00	\$ 326.00	\$ 1,630.00	\$ 333.00	\$ 1,665.00	\$ 354.00	\$ 1,770.00	\$ 361.00	\$ 1,805.00
97	Liquid Waste	F001, D008, D009, D008 and D040	4	drum	Disposal of Flammable Liquid Waste in DOT 1A1 drums classified as F001, D008, D009, D008, and D040.	\$ 135.00	\$ 540.00	\$ 138.00	\$ 552.00	\$ 144.00	\$ 576.00	\$ 148.00	\$ 592.00	\$ 154.00	\$ 616.00	\$ 158.00	\$ 632.00	\$ 164.00	\$ 656.00	\$ 168.00	\$ 680.00
98	Liquid Waste	Non-Regulated - Drum	300	drum	Disposal of Liquid Non-Regulated waste in DOT 1A1 drums.	\$ 75.00	\$ 22,500.00	\$ 77.00	\$ 23,100.00	\$ 80.00	\$ 24,000.00	\$ 83.00	\$ 24,900.00	\$ 86.00	\$ 25,800.00	\$ 89.00	\$ 26,700.00	\$ 92.00	\$ 27,600.00	\$ 95.00	\$ 28,500.00
99	Liquid Waste	DOT2 Paint Waste - Loose Pack	5	drum	Disposal of Liquid Non-Regulated Waste in DOT 1A2 Drums, Paint, Solvents and Other Non-Regulated Paint Related Materials, Adhesives, Resins, Etc.	\$ 185.00	\$ 925.00	\$ 191.00	\$ 955.00	\$ 198.00	\$ 990.00	\$ 205.00	\$ 1,025.00	\$ 212.00	\$ 1,060.00	\$ 219.00	\$ 1,095.00	\$ 226.00	\$ 1,130.00	\$ 233.00	\$ 1,165.00
100	Liquid Waste	Non-Regulated - Vac Truck	75,000	gallon	Disposal of Liquid Non-Regulated waste in vacuum truck.	\$ 0.95	\$ 71,250.00	\$ 0.98	\$ 73,500.00	\$ 1.05	\$ 78,750.00	\$ 1.08	\$ 81,000.00	\$ 1.15	\$ 86,250.00	\$ 1.18	\$ 88,500.00	\$ 1.25	\$ 93,750.00	\$ 1.28	\$ 96,000.00
101	Liquid Waste	Non-Regulated - Vac Truck	15,000	gallon	Disposal of Liquid Non-Regulated waste with 25% and 45% solvent in vacuum truck.	\$ 1.05	\$ 15,750.00	\$ 1.10	\$ 16,500.00	\$ 1.15	\$ 17,250.00	\$ 1.20	\$ 18,000.00	\$ 1.25	\$ 18,750.00	\$ 1.30	\$ 19,500.00	\$ 1.35	\$ 20,250.00	\$ 1.40	\$ 21,000.00
102	Liquid Waste	Non-Regulated - Vac Truck	10,000	gallon	Disposal of Liquid Non-Regulated waste with 50% solvent in vacuum truck.	\$ 1.05	\$ 10,500.00	\$ 1.10	\$ 11,000.00	\$ 1.15	\$ 11,500.00	\$ 1.20	\$ 12,000.00	\$ 1.25	\$ 12,500.00	\$ 1.30	\$ 13,000.00	\$ 1.35	\$ 13,500.00	\$ 1.40	\$ 14,000.00
103	Liquid Waste	D008 - Vac Truck	500	gallon	Disposal of Liquid Characteristic Waste (D008) in vacuum truck.	\$ 0.97	\$ 485.00	\$ 0.98	\$ 490.00	\$ 1.03	\$ 515.00	\$ 1.04	\$ 520.00	\$ 1.09	\$ 545.00	\$ 1.10	\$ 550.00	\$ 1.15	\$ 575.00	\$ 1.16	\$ 580.00

Item	Type	Code	Estimated Annual Quantity	Quantity Unit	Description	Unit Price 1st Year	Est. Annual Price 1st Year	Unit Price 2nd Year	Est. Annual Price 2nd Year	Unit Price 3rd Year	Est. Annual Price 3rd Year	Unit Price 4th Year	Est. Annual Price 4th Year	Unit Price 5th Year	Est. Annual Price 5th Year	Unit Price 6th Year	Est. Annual Price 6th Year	Unit Price 7th Year	Est. Annual Price 7th Year	Unit Price 8th Year	Est. Annual Price 8th Year	Unit Price 9th Year	Est. Annual Price 9th Year	Unit Price 10th Year	Est. Annual Price 10th Year	Additional Comments		
104	Liquid Waste	DOT1 - Flammable - Vac Truck	500	gallon	Bulk Disposal of Flammable Liquids (DOT1) in vacuum truck (30% water).	\$ 1.07	\$ 535.00	\$ 1.10	\$ 560.00	\$ 1.14	\$ 570.00	\$ 1.18	\$ 590.00	\$ 1.22	\$ 610.00	\$ 1.26	\$ 630.00	\$ 1.30	\$ 650.00	\$ 1.34	\$ 670.00	\$ 1.38	\$ 690.00	\$ 1.42	\$ 710.00	The quantity for payment under each item shall be the number of gallons disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. These items include compensation for transportation from the Contractor's facility to the disposal site.		
105	Liquid Waste	Liquid Sludge <40%	30	drum	Disposal of liquid hazardous waste with Sludge/Solid greater than 40% by volume in DOT 1A1 or 1A2 55-gallon drums.	\$ 341.00	\$ 10,230.00	\$ 350.00	\$ 10,500.00	\$ 364.00	\$ 10,920.00	\$ 378.00	\$ 11,340.00	\$ 392.00	\$ 11,760.00	\$ 406.00	\$ 12,180.00	\$ 420.00	\$ 12,600.00	\$ 434.00	\$ 13,020.00	\$ 448.00	\$ 13,440.00	\$ 462.00	\$ 13,860.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
106	Liquid Waste	Aerosol drum - non-Hazardous	20	drum	Disposal of Aerosol Cans not containing Herbicides/Pesticides, in DOT 1A1 drums.	\$ 210.00	\$ 4,200.00	\$ 215.00	\$ 4,300.00	\$ 224.00	\$ 4,480.00	\$ 234.00	\$ 4,680.00	\$ 244.00	\$ 4,880.00	\$ 254.00	\$ 5,080.00	\$ 264.00	\$ 5,280.00	\$ 274.00	\$ 5,480.00	\$ 284.00	\$ 5,680.00	\$ 294.00	\$ 5,880.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
107	Liquid Waste	Aerosol can - non-Hazardous	5	pail	Disposal of Aerosol Cans not containing Herbicides/Pesticides, in 5 gal. pails.	\$ 50.00	\$ 250.00	\$ 51.00	\$ 255.00	\$ 53.00	\$ 265.00	\$ 54.00	\$ 270.00	\$ 56.00	\$ 280.00	\$ 57.00	\$ 285.00	\$ 59.00	\$ 295.00	\$ 60.00	\$ 300.00	\$ 62.00	\$ 310.00	\$ 63.00	\$ 315.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
108	Liquid Waste	TCP Herbicide/Aerosol drum	2	drum	Disposal of Aerosol Cans containing TCP Herbicide/Pesticides, in DOT 1A1 drums.	\$ 275.00	\$ 550.00	\$ 282.00	\$ 564.00	\$ 293.00	\$ 586.00	\$ 304.00	\$ 608.00	\$ 315.00	\$ 630.00	\$ 326.00	\$ 652.00	\$ 337.00	\$ 674.00	\$ 348.00	\$ 696.00	\$ 359.00	\$ 718.00	\$ 370.00	\$ 740.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
109	Liquid Waste	TCP Herbicide/Aerosol pail	5	pail	Disposal of Aerosol Cans containing TCP Herbicide/Pesticides, in 5 gal. pails.	\$ 75.00	\$ 375.00	\$ 77.00	\$ 385.00	\$ 80.00	\$ 400.00	\$ 82.00	\$ 410.00	\$ 84.00	\$ 420.00	\$ 86.00	\$ 430.00	\$ 88.00	\$ 440.00	\$ 90.00	\$ 450.00	\$ 92.00	\$ 460.00	\$ 94.00	\$ 470.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
110	Liquid Waste	Tonic Herbicide/Aerosol drum	2	drum	Disposal of Aerosol Cans containing Tonic Herbicides/Pesticides, in DOT 1A1 drums.	\$ 275.00	\$ 550.00	\$ 282.00	\$ 564.00	\$ 293.00	\$ 586.00	\$ 304.00	\$ 608.00	\$ 315.00	\$ 630.00	\$ 326.00	\$ 652.00	\$ 337.00	\$ 674.00	\$ 348.00	\$ 696.00	\$ 359.00	\$ 718.00	\$ 370.00	\$ 740.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
111	Liquid Waste	Tonic Herbicide/Aerosol pail	5	pail	Disposal of Aerosol Cans containing Tonic Herbicides/Pesticides, in 5 gal. pails.	\$ 75.00	\$ 375.00	\$ 77.00	\$ 385.00	\$ 80.00	\$ 400.00	\$ 82.00	\$ 410.00	\$ 84.00	\$ 420.00	\$ 86.00	\$ 430.00	\$ 88.00	\$ 440.00	\$ 90.00	\$ 450.00	\$ 92.00	\$ 460.00	\$ 94.00	\$ 470.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
112	Liquid Waste	RCRA Non-Haz Herbicide/Aerosol drum	5	drum	Disposal of Aerosol Cans containing RCRA Non-Hazardous Herbicides/Pesticides, in DOT 1A1 drums.	\$ 275.00	\$ 1,375.00	\$ 282.00	\$ 1,410.00	\$ 293.00	\$ 1,465.00	\$ 304.00	\$ 1,520.00	\$ 315.00	\$ 1,575.00	\$ 326.00	\$ 1,630.00	\$ 337.00	\$ 1,685.00	\$ 348.00	\$ 1,740.00	\$ 359.00	\$ 1,795.00	\$ 370.00	\$ 1,850.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
113	Liquid Waste	RCRA Non-Haz Herbicide/Aerosol pail	20	pail	Disposal of Aerosol Cans containing RCRA Non-Hazardous Herbicides/Pesticides, in 5 gal. pails.	\$ 75.00	\$ 1,500.00	\$ 77.00	\$ 1,540.00	\$ 80.00	\$ 1,600.00	\$ 82.00	\$ 1,660.00	\$ 84.00	\$ 1,720.00	\$ 86.00	\$ 1,780.00	\$ 88.00	\$ 1,840.00	\$ 90.00	\$ 1,900.00	\$ 92.00	\$ 1,960.00	\$ 94.00	\$ 2,020.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
114	Liquid Waste	RCRA Non-Haz Herbicide/Aerosol drum	2	drum	Disposal of RCRA Non-Hazardous Herbicides/Pesticides, in 55 gallon drums.	\$ 305.00	\$ 610.00	\$ 313.00	\$ 626.00	\$ 326.00	\$ 652.00	\$ 336.00	\$ 672.00	\$ 346.00	\$ 692.00	\$ 356.00	\$ 712.00	\$ 366.00	\$ 732.00	\$ 376.00	\$ 752.00	\$ 386.00	\$ 772.00	\$ 396.00	\$ 792.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.		
115	Liquid Waste	Ignitable - Drums	10	drum	Disposal of Solid Waste in DOT 1A2 drums, ignitable (I) Waste Characteristics.	\$ 298.00	\$ 2,980.00	\$ 308.00	\$ 3,080.00	\$ 318.00	\$ 3,180.00	\$ 328.00	\$ 3,280.00	\$ 338.00	\$ 3,380.00	\$ 348.00	\$ 3,480.00	\$ 358.00	\$ 3,580.00	\$ 368.00	\$ 3,680.00	\$ 378.00	\$ 3,780.00	\$ 388.00	\$ 3,880.00	\$ 398.00	\$ 3,980.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.
116	Liquid Waste	DOT - Flammable (Aerosol)	5	drum	Disposal of Waste Flammable Solids in DOT 1A2 drums classified as DOT 1A2, flammable liquids, with associated Disposal of Solid Waste in 5 or 6 gallon pails with ignitable (I) Waste Characteristics.	\$ 238.00	\$ 1,190.00	\$ 247.00	\$ 1,235.00	\$ 256.00	\$ 1,280.00	\$ 265.00	\$ 1,325.00	\$ 274.00	\$ 1,370.00	\$ 283.00	\$ 1,415.00	\$ 292.00	\$ 1,460.00	\$ 301.00	\$ 1,505.00	\$ 310.00	\$ 1,550.00	\$ 319.00	\$ 1,595.00	\$ 328.00	\$ 1,640.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.
117	Liquid Waste	Ignitable - Pails	75	pail	Disposal of Solid Waste in 5 or 6 gallon pails with ignitable (I) Waste Characteristics.	\$ 3,750.00	\$ 281,250.00	\$ 5,100.00	\$ 382,500.00	\$ 53.00	\$ 3,975.00	\$ 58.00	\$ 4,050.00	\$ 63.00	\$ 4,215.00	\$ 68.00	\$ 4,390.00	\$ 73.00	\$ 4,565.00	\$ 78.00	\$ 4,740.00	\$ 83.00	\$ 4,915.00	\$ 88.00	\$ 5,090.00	\$ 93.00	\$ 5,265.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.
118	Liquid Waste	Reactive - Drums	1	drum	Disposal of Solid Waste in DOT 1A2 drums, Reactive (R) Waste Characteristics.	\$ 850.00	\$ 850.00	\$ 871.00	\$ 871.00	\$ 906.00	\$ 906.00	\$ 941.00	\$ 941.00	\$ 976.00	\$ 976.00	\$ 1,011.00	\$ 1,011.00	\$ 1,046.00	\$ 1,046.00	\$ 1,081.00	\$ 1,081.00	\$ 1,116.00	\$ 1,116.00	\$ 1,151.00	\$ 1,151.00	\$ 1,186.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.	
119	Liquid Waste	Reactive - Pails	1	pail	Disposal of Solid Waste in 5 or 6 gallon pails with Reactive (R) Waste Characteristics.	\$ 200.00	\$ 200.00	\$ 205.00	\$ 205.00	\$ 213.00	\$ 213.00	\$ 221.00	\$ 221.00	\$ 229.00	\$ 229.00	\$ 237.00	\$ 237.00	\$ 245.00	\$ 245.00	\$ 253.00	\$ 253.00	\$ 261.00	\$ 261.00	\$ 269.00	\$ 269.00	\$ 277.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.	
120	Liquid Waste	Corrosive - Drums	1	drum	Disposal of Solid Waste in DOT 1A2 drums with Toxic (T) Waste Characteristics.	\$ 500.00	\$ 500.00	\$ 513.00	\$ 513.00	\$ 534.00	\$ 534.00	\$ 555.00	\$ 555.00	\$ 576.00	\$ 576.00	\$ 597.00	\$ 597.00	\$ 618.00	\$ 618.00	\$ 639.00	\$ 639.00	\$ 660.00	\$ 660.00	\$ 681.00	\$ 681.00	\$ 702.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.	
121	Liquid Waste	Corrosive - Pails	5	pail	Disposal of Solid Waste in 5 or 6 gallon pails with Toxic (T) Waste Characteristics.	\$ 500.00	\$ 2,500.00	\$ 513.00	\$ 2,565.00	\$ 534.00	\$ 2,670.00	\$ 555.00	\$ 2,775.00	\$ 576.00	\$ 2,880.00	\$ 597.00	\$ 2,985.00	\$ 618.00	\$ 3,090.00	\$ 639.00	\$ 3,195.00	\$ 660.00	\$ 3,300.00	\$ 681.00	\$ 3,405.00	\$ 702.00	\$ 3,510.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.
122	Liquid Waste	Acute - Hazard - Drums	1	drum	Disposal of Solid Waste in DOT 1A2 drums with Acute Hazard (A) Waste Characteristics.	\$ 925.00	\$ 925.00	\$ 946.00	\$ 946.00	\$ 984.00	\$ 984.00	\$ 1,022.00	\$ 1,022.00	\$ 1,060.00	\$ 1,060.00	\$ 1,098.00	\$ 1,098.00	\$ 1,136.00	\$ 1,136.00	\$ 1,174.00	\$ 1,174.00	\$ 1,212.00	\$ 1,212.00	\$ 1,250.00	\$ 1,250.00	\$ 1,288.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.	
123	Liquid Waste	Acute - Hazard - Pails	1	pail	Disposal of Solid Waste in 5 or 6 gallon with Acute Hazard (A) Waste Characteristics.	\$ 925.00	\$ 925.00	\$ 946.00	\$ 946.00	\$ 984.00	\$ 984.00	\$ 1,022.00	\$ 1,022.00	\$ 1,060.00	\$ 1,060.00	\$ 1,098.00	\$ 1,098.00	\$ 1,136.00	\$ 1,136.00	\$ 1,174.00	\$ 1,174.00	\$ 1,212.00	\$ 1,212.00	\$ 1,250.00	\$ 1,250.00	\$ 1,288.00	The quantity for payment under this item shall be the number of full 55-gallon drums disposed of by the Contractor in accordance with the Specifications ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.	

Item	Type	Code	Estimated Annual Quantity	Quantity Unit	Description	Unit Price 1st Year	Est Annual Price 1st Year	Unit Price 2nd Year	Est Annual Price 2nd Year	Unit Price 3rd Year	Est Annual Price 3rd Year	Unit Price 4th Year	Est Annual Price 4th Year	Unit Price 5th Year	Est Annual Price 5th Year	Est Price for 5 Year	Est Price for 10 Year	Additional Comments
124	Solid Waste	TCLP Lead (grams)	20	gram	Disposal of Solid Waste in DOT 142 drums with TCLP Lead (0008) Characteristics (grams)	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 4,500.00	\$ 9,000.00	The quantity for payment under each item shall be the number of full 55-gallon drums disposed of in accordance with the Hazardous Waste characteristics of the material as identified under RCRA and as ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.
125	Solid Waste	TCLP Lead (gallon), loose pack of 50 Containers	5	drum	Disposal of Solid Waste in DOT 142 drums with TCLP Lead (0008) Characteristics (loose)	\$ 113.00	\$ 565.00	\$ 113.00	\$ 565.00	\$ 113.00	\$ 565.00	\$ 113.00	\$ 565.00	\$ 113.00	\$ 565.00	\$ 1,425.00	\$ 2,850.00	as above
126	Solid Waste	TCLP Lead (gallon)	300	gram	Disposal of Solid Waste in DOT 142 drums with TCLP Lead (0008) Characteristics (gallon)	\$ 52.00	\$ 15,600.00	\$ 52.00	\$ 15,600.00	\$ 52.00	\$ 15,600.00	\$ 52.00	\$ 15,600.00	\$ 52.00	\$ 15,600.00	\$ 39,600.00	\$ 79,200.00	as above
127	Solid Waste	TCLP Lead (Six 5-gallon cans)	100	5-gal	Disposal of Solid Waste in DOT 142 drums with TCLP Lead (0008) Characteristics, six 5-gallon cans	\$ 65.00	\$ 6,500.00	\$ 67.00	\$ 6,700.00	\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00	\$ 17,500.00	\$ 35,000.00	as above
128	Solid Waste	TCLP Lead Seal Drums	50	drum	Disposal of Solid Waste in DOT 142 drums with TCLP Lead (0008) Characteristics, contaminated seal	\$ 65.00	\$ 3,250.00	\$ 67.00	\$ 3,350.00	\$ 70.00	\$ 3,500.00	\$ 70.00	\$ 3,500.00	\$ 70.00	\$ 3,500.00	\$ 10,500.00	\$ 21,000.00	as above
129	Solid Waste	TCLP Lead Pails	10	pail	Disposal of Solid Waste in 5 or 6 pails with TCLP Lead (0008) Characteristics	\$ 45.00	\$ 450.00	\$ 46.00	\$ 460.00	\$ 46.00	\$ 460.00	\$ 46.00	\$ 460.00	\$ 46.00	\$ 460.00	\$ 1,380.00	\$ 2,760.00	The quantity for payment under each item shall be the number of full 55-gallon or 6-gallon pails disposed of by the Contractor in accordance with the Specifications while ordered by the Manager, Materials Engineering Division. The cost of disposal of the 5 or 6 gallon containers is included in the unit price for this item. These items include compensation for transportation from the Contractor's facility to the disposal site.
130	Solid Waste	TCLP Chromium Seal Drums	15	drum	Disposal of Solid Waste in DOT 142 drums with TCLP Chromium (0007) and Hexavalent Chromium Characteristics	\$ 45.00	\$ 675.00	\$ 46.00	\$ 690.00	\$ 46.00	\$ 690.00	\$ 46.00	\$ 690.00	\$ 46.00	\$ 690.00	\$ 2,070.00	\$ 4,140.00	as above
131	Solid Waste	TCLP Chromium Pails	3	pail	Disposal of Solid Waste in 5 or 6 pails with TCLP Chromium (0007) and Hexavalent Chromium Characteristics	\$ 125.00	\$ 375.00	\$ 126.00	\$ 378.00	\$ 126.00	\$ 378.00	\$ 126.00	\$ 378.00	\$ 126.00	\$ 378.00	\$ 1,134.00	\$ 2,268.00	The quantity for payment under each item shall be the number of full 55-gallon or 6-gallon pails disposed of by the Contractor in accordance with the Specifications while ordered by the Manager, Materials Engineering Division. The cost of disposal of the 5 or 6 gallon containers is included in the unit price for this item. These items include compensation for transportation from the Contractor's facility to the disposal site.
132	Solid Waste	TCLP Metal Drums	10	drum	Disposal of Solid Waste in DOT 142 drums with TCLP Metal Characteristics (other than TCLP Lead or Chromium)	\$ 60.00	\$ 600.00	\$ 62.00	\$ 620.00	\$ 65.00	\$ 650.00	\$ 65.00	\$ 650.00	\$ 65.00	\$ 650.00	\$ 1,625.00	\$ 3,250.00	The quantity for payment under each item shall be the number of full 55-gallon drums disposed of in accordance with the Hazardous Waste characteristics of the material as identified under RCRA and as ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.
133	Solid Waste	TCLP Metal Pails	3	pail	Disposal of Solid Waste in 5 or 6 pails with TCLP Metal Characteristics (other than TCLP Lead or Chromium)	\$ 105.00	\$ 315.00	\$ 106.00	\$ 318.00	\$ 106.00	\$ 318.00	\$ 106.00	\$ 318.00	\$ 106.00	\$ 318.00	\$ 954.00	\$ 1,908.00	The quantity for payment under each item shall be the number of full 55-gallon or 6-gallon pails disposed of by the Contractor in accordance with the Specifications while ordered by the Manager, Materials Engineering Division. The cost of disposal of the 5 or 6 gallon containers is included in the unit price for this item. These items include compensation for transportation from the Contractor's facility to the disposal site.
134	Solid Waste	Hg Waste - Drums	2	drum	Disposal/Recycling of Mercury-Contaminated Drums in DOT 142 drums	\$ 90.00	\$ 180.00	\$ 90.00	\$ 180.00	\$ 90.00	\$ 180.00	\$ 90.00	\$ 180.00	\$ 90.00	\$ 180.00	\$ 360.00	\$ 720.00	The quantity for payment under each item shall be the number of full 55-gallon drums disposed of in accordance with the Hazardous Waste characteristics of the material as identified under RCRA and as ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.
135	Solid Waste	Hg Waste - Pails	2	pail	Disposal/Recycling of Mercury-Contaminated Drums in 5 or 6-gallon pails	\$ 1,200.00	\$ 2,400.00	\$ 1,202.00	\$ 2,404.00	\$ 1,204.00	\$ 2,408.00	\$ 1,204.00	\$ 2,408.00	\$ 1,204.00	\$ 2,408.00	\$ 4,816.00	\$ 9,632.00	The quantity for payment under each item shall be the number of full 55-gallon or 6-gallon pails disposed of by the Contractor in accordance with the Specifications while ordered by the Manager, Materials Engineering Division. The cost of disposal of the 5 or 6 gallon containers is included in the unit price for this item. These items include compensation for transportation from the Contractor's facility to the disposal site.
136	Solid Waste	Bismuth Hg	5	pound	Disposal/Recycling of Mercury (Bismuth/mercury)	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 3,125.00	\$ 6,250.00	The quantity for payment under each item shall be the number of pounds disposed of by the Contractor in accordance with the Specifications while ordered by the Manager, Materials Engineering Division. These items include compensation for transportation from the Contractor's facility to the disposal site.
137	Solid Waste	TCLP Petroleum Drum	2	drum	Disposal of Solid Waste in DOT 142 drums with TCLP Petroleum Characteristics	\$ 42.00	\$ 84.00	\$ 43.00	\$ 86.00	\$ 43.00	\$ 86.00	\$ 43.00	\$ 86.00	\$ 43.00	\$ 86.00	\$ 215.00	\$ 430.00	The quantity for payment under each item shall be the number of full 55-gallon drums disposed of in accordance with the Hazardous Waste characteristics of the material as identified under RCRA and as ordered by the Manager, Materials Engineering Division. The cost of disposal of the drum or drums is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.
138	Solid Waste	Toxic Petroleum Drum	1	drum	Disposal of Solid Waste in DOT 142 drums with Toxic Petroleum Characteristics	\$ 392.00	\$ 392.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 1,206.00	\$ 2,412.00	as above
139	Solid Waste	RCRA Non-Haz Petroleum Drum	1	drum	Disposal of Solid Waste in DOT 142 drums with RCRA Non-Hazardous Petroleum Characteristics	\$ 392.00	\$ 392.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 402.00	\$ 1,206.00	\$ 2,412.00	as above
140	Solid Waste	TCLP Petroleum Pail	2	pail	Disposal of Solid Waste in 5 or 6 pails with TCLP Petroleum Characteristics	\$ 392.00	\$ 784.00	\$ 402.00	\$ 804.00	\$ 402.00	\$ 804.00	\$ 402.00	\$ 804.00	\$ 402.00	\$ 804.00	\$ 1,608.00	\$ 3,216.00	The quantity for payment under each item shall be the number of full 55-gallon or 6-gallon pails disposed of by the Contractor in accordance with the Specifications while ordered by the Manager, Materials Engineering Division. The cost of disposal of the 5 or 6 gallon containers is included in the unit price for these items. These items include compensation for transportation from the Contractor's facility to the disposal site.
141	Solid Waste	Toxic Petroleum Pail	5	pail	Disposal of Solid Waste in 5 or 6 pails with Toxic Petroleum Characteristics	\$ 75.00	\$ 375.00	\$ 77.00	\$ 385.00	\$ 77.00	\$ 385.00	\$ 77.00	\$ 385.00	\$ 77.00	\$ 385.00	\$ 962.50	\$ 1,925.00	as above
142	Solid Waste	RCRA Non-Haz Petroleum Pail	10	pail	Disposal of Solid Waste in 5 or 6 pails with RCRA Non-Hazardous Petroleum Characteristics	\$ 95.00	\$ 950.00	\$ 97.00	\$ 970.00	\$ 97.00	\$ 970.00	\$ 97.00	\$ 970.00	\$ 97.00	\$ 970.00	\$ 2,425.00	\$ 4,850.00	as above

Item	Code	Estimated Annual	Quantity Unit	Description	Unit Price	Est Annual Price 1st Year	Unit Price 2nd Year	Est Annual Price 3rd Year	Unit Price 4th Year	Est Annual Price 5th Year	Est Price for Three Years	Additional Comments
176	Remediation Support	100	day	Furnish Vacuum truck for groundwater remediation on a Daily basis - New York Facilities.	\$ 512.00	\$ 51,200.00	\$ 518.00	\$ 51,800.00	\$ 524.00	\$ 52,400.00	\$ 156,400.00	
177	Remediation Support	30	week	Furnish Vacuum truck for groundwater remediation on a Weekly basis - New York Facilities.	\$ 2,599.00	\$ 77,970.00	\$ 2,588.00	\$ 77,540.00	\$ 2,577.00	\$ 77,310.00	\$ 232,820.00	
178	Remediation Support	5	day	Furnish Vacuum truck for groundwater remediation on a Daily basis - New Jersey Facilities.	\$ 512.00	\$ 3,072.00	\$ 518.00	\$ 3,108.00	\$ 524.00	\$ 3,144.00	\$ 9,324.00	
179	Remediation Support	4	week	Furnish Vacuum truck for groundwater remediation on a Weekly basis - New Jersey Facilities.	\$ 2,599.00	\$ 10,396.00	\$ 2,588.00	\$ 10,352.00	\$ 2,577.00	\$ 10,308.00	\$ 31,056.00	
180	Remediation Support	10	hour	Furnish Field Labor (employed by Contractor)	\$ 115.00	\$ 1,150.00	\$ 138.00	\$ 1,380.00	\$ 161.00	\$ 1,610.00	\$ 4,140.00	
181	Remediation Support	1	hour	Furnish Field Labor (employed by Contractor)	\$ 173.00	\$ 173.00	\$ 173.00	\$ 173.00	\$ 184.00	\$ 184.00	\$ 538.00	
182	Remediation Support	10	hour	Furnish Field Labor (employed by Contractor) - OT 1.5X	\$ 460.00	\$ 4,600.00	\$ 460.00	\$ 4,600.00	\$ 490.00	\$ 4,900.00	\$ 13,900.00	
183	Remediation Support	1	hour	Furnish Field Labor (employed by Contractor) - OT 1.5X	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 240.00	
184	Remediation Support	10	hour	Furnish Field Supervisor (employed by Contractor) - OT 1.5X	\$ 138.00	\$ 1,380.00	\$ 142.00	\$ 1,420.00	\$ 145.00	\$ 1,450.00	\$ 4,250.00	
185	Remediation Support	40	hour	Furnish Field Supervisor (employed by Contractor) - OT 1.5X	\$ 207.00	\$ 8,280.00	\$ 213.00	\$ 8,520.00	\$ 219.00	\$ 8,760.00	\$ 26,000.00	
186	Remediation Support	4	hour	Furnish Field Supervisor (employed by Contractor) - OT 1.5X	\$ 75.00	\$ 300.00	\$ 75.00	\$ 300.00	\$ 75.00	\$ 300.00	\$ 900.00	
187	Remediation Support	4	hour	Furnish Field Supervisor (employed by Contractor) - OT 1.5X	\$ 112.00	\$ 448.00	\$ 112.00	\$ 448.00	\$ 117.00	\$ 468.00	\$ 1,344.00	
188	Remediation Support	10	hour	Furnish Union Field Supervisor by a Sub-Contractor - OT 1.5X	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 163.00	\$ 1,630.00	\$ 4,680.00	
189	Remediation Support	1	hour	Furnish Union Field Supervisor by a Sub-Contractor - OT 1.5X	\$ 228.00	\$ 228.00	\$ 242.00	\$ 242.00	\$ 245.00	\$ 245.00	\$ 715.00	
190	Remediation Support	100	hour	Furnish Non-union Field Supervisor by a Sub-Contractor - OT 1.5X	\$ 180.00	\$ 18,000.00	\$ 133.00	\$ 13,300.00	\$ 90.00	\$ 9,000.00	\$ 27,000.00	
191	Remediation Support	8	hour	Furnish Union Field Supervisor by a Sub-Contractor - OT 1.5X	\$ 133.00	\$ 1,064.00	\$ 133.00	\$ 1,064.00	\$ 139.00	\$ 1,112.00	\$ 3,180.00	
192	Remediation Support	1	hour	Furnish Union Field Supervisor by a Sub-Contractor - OT 1.5X	\$ 58.00	\$ 58.00	\$ 201.00	\$ 201.00	\$ 205.00	\$ 205.00	\$ 600.00	
193	Remediation Support	1	hour	Furnish Non-union Field Labor by a Sub-Contractor - OT 1.5X	\$ 103.00	\$ 103.00	\$ 55.00	\$ 55.00	\$ 56.00	\$ 56.00	\$ 164.00	
194	Remediation Support	3	hour	Furnish Non-union Field Labor by a Sub-Contractor - OT 1.5X	\$ 90.00	\$ 270.00	\$ 83.00	\$ 249.00	\$ 86.00	\$ 258.00	\$ 777.00	
195	Remediation Support	20	hour	Furnish Union Health & Safety Officer	\$ 173.00	\$ 3,460.00	\$ 173.00	\$ 3,460.00	\$ 184.00	\$ 3,680.00	\$ 10,700.00	
196	Remediation Support	20	hour	Furnish Non-union Health & Safety Officer	\$ 140.00	\$ 2,800.00	\$ 140.00	\$ 2,800.00	\$ 141.00	\$ 2,820.00	\$ 8,460.00	
197	Remediation Support	200	hour	Furnish Union Truck Operator - OT 1.5X	\$ 82.00	\$ 16,400.00	\$ 82.00	\$ 16,400.00	\$ 86.00	\$ 17,200.00	\$ 51,000.00	
198	Remediation Support	8	hour	Furnish Non-union Truck Operator - OT 1.5X	\$ 173.00	\$ 1,384.00	\$ 184.00	\$ 1,472.00	\$ 186.00	\$ 1,488.00	\$ 4,420.00	
199	Remediation Support	10	hour	Furnish Non-union Truck Operator - OT 1.5X	\$ 460.00	\$ 4,600.00	\$ 472.00	\$ 4,720.00	\$ 483.00	\$ 4,830.00	\$ 14,150.00	
200	Remediation Support	4	hour	Furnish Equipment Operator - OT 1.5X	\$ 47.00	\$ 188.00	\$ 47.00	\$ 188.00	\$ 49.00	\$ 196.00	\$ 590.00	
201	Remediation Support	4	hour	Furnish Equipment Operator - OT 1.5X	\$ 97.00	\$ 388.00	\$ 97.00	\$ 388.00	\$ 100.00	\$ 400.00	\$ 1,200.00	
202	Remediation Support	20	hour	Furnish Operator for Equipment - OT 1.5X	\$ 37.00	\$ 740.00	\$ 37.00	\$ 740.00	\$ 38.00	\$ 760.00	\$ 2,240.00	
203	Remediation Support	10	hour	Furnish Operator for Equipment - OT 1.5X	\$ 46.00	\$ 460.00	\$ 47.00	\$ 470.00	\$ 48.00	\$ 480.00	\$ 1,400.00	
204	Remediation Support	10	hour	Furnish Operator for Equipment - OT 1.5X	\$ 46.00	\$ 460.00	\$ 47.00	\$ 470.00	\$ 48.00	\$ 480.00	\$ 1,400.00	
205	Remediation Support	5	hour	Furnish Absorbent Pads	\$ 36.00	\$ 180.00	\$ 36.00	\$ 180.00	\$ 37.00	\$ 185.00	\$ 555.00	
206	Remediation Support	5	hour	Furnish Absorbent Pads	\$ 36.00	\$ 180.00	\$ 36.00	\$ 180.00	\$ 37.00	\$ 185.00	\$ 555.00	
207	Remediation Support	5	hour	Furnish Absorbent Pads	\$ 36.00	\$ 180.00	\$ 36.00	\$ 180.00	\$ 37.00	\$ 185.00	\$ 555.00	
208	Remediation Support	5	hour	Furnish Absorbent Pads	\$ 36.00	\$ 180.00	\$ 36.00	\$ 180.00	\$ 37.00	\$ 185.00	\$ 555.00	
209	Remediation Support	5	hour	Furnish Absorbent Pads	\$ 36.00	\$ 180.00	\$ 36.00	\$ 180.00	\$ 37.00	\$ 185.00	\$ 555.00	
210	Remediation Support	5	hour	Furnish Absorbent Pads	\$ 36.00	\$ 180.00	\$ 36.00	\$ 180.00	\$ 37.00	\$ 185.00	\$ 555.00	

Copy of PA Price Sheet, Bid 23496, 2-1-1121, Rev. 2-7-11

Line Items

The quantity for payment under each item shall be the number of hours worked by the Contractor's employees in accordance with the specifications were created by the Manager of the Remedial Engineering Unit or his designees, including but not limited to the certain, split, cleanup, sorting of waste and overhauling hazardous waste tanks. Payment under this item shall be based on compensation to the Contractor to include but not necessarily limited to wages, transportation, Level C protective equipment, clothing and insurance benefits, etc. The unit price specified for each item shall apply to hours worked, 7:00 am to 5:00 pm, Monday through Friday, excluding holidays. The Contractor shall not work outside of the hours established or on weekends or holidays without the prior written approval of the Manager of the Remedial Engineering Unit or his designees. It should also be noted that hours of work to be paid hereunder shall not include travel time and lunch or other off of work. These times shall be included as part of the unit price for the items for which the hours of work shall be computed from the time of arrival to the site of operation.



PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS..... 1

1. Specific Definitions 2
2. Work Required by the Specifications 4
3. Description of Work 4
4. Removal and Disposal of Hazardous Waste/Materials 5
5. General Scope of Work..... 5
6. Transportation Services 6
7. Demurrage..... 7
8. Container Services 7
9. Disposal Services 7
10. Liquid Waste Streams 7
11. Solid Waste Streams 8
12. Non-RCRA Used Oil 8
13. Chemist 8
14. Field Laborers and Field Supervisors 9
15. Health & Safety Officer 9
16. Airside Security Escorts..... 9
17. Emergency Response Services 10
18. Tax on Rentals 10
19. Electronic Documentation Requirements 10

PART V - SPECIFICATIONS

1. Specific Definitions

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

"Facility" shall mean the following:

- George Washington Bridge and Bus Station, Fort Lee, NJ 07024
- Holland Tunnel, Jersey City, NJ 07302
- John F. Kennedy International Airport, Jamaica, NY 11430
- LaGuardia Airport, Jackson Heights, NY 11371
- Lincoln Tunnel, Weehawken, NJ 07087
- Newark Liberty International Airport, Newark, NJ 07114
- Port Authority Bus Terminal, New York, NY 10018
- Port Authority Marine Terminals, New Jersey: Port Newark and Port Elizabeth, NJ 07114
- Port Authority Marine Terminals, New York: Brooklyn, NY 11201
- Goethals Bridge, Bayonne Bridge, Outerbridge Crossing, Staten Island, NY 10303
- The World Trade Center Site, New York, NY 10048
- Bathgate Industrial Park, Bronx, NY 10457
- Howland Hook and Port Ivory Marine Terminals, Staten Island, NY 10303
- The Teleport, Staten Island, NY 10311
- Port Authority Technical Center, 241 Erie Street, Jersey City, NJ 07310
- Teterboro Airport, Teterboro, NJ 07608
- Port Authority Trans-Hudson Corporation, Jersey City, NJ (PATH-JSTC) 07306
- Downtown Heliport, Heliport Street, New York, NY 07102
- Port Authority Trans-Hudson Corporation (PATH), New York City, NY
- Port Authority Trans-Hudson Corporation (PATH), Jersey City, NJ
- Stewart International Airport, New Windsor, NY 12553
- and any other Port Authority facility, the amount of such work being within the discretion of the Port Authority of New York and New Jersey within in the Port District.

- a. The term (TSDF) shall mean the Treatment, Storage or Disposal Facility(ies) of the Contractor fully permitted by the State in which it is located.
- b. The term "RCRA" shall mean the Resource Conservation and Recovery Act.
- c. The term "EPA" shall mean the United States Environmental Protection Agency.
- d. The term "Hazardous Waste" shall mean wastes as defined in the regulations of RCRA (40 CFR 261.5), of the New Jersey Department of Environmental Protection (N.J.A.C. 7:26G), and of the New York State Department of Environmental Conservation (Part 371).
- e. The terms "Liquid Waste" and "Solid Waste" shall be defined in accordance with the criteria as set forth in the United States Environmental Protection Agency Publication on "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods SW-846, Vol. 1C Method 9095 (Paint Filter Test)".
- f. The term "CERCLA" shall mean the Comprehensive Environmental Response Compensation and Liability Act.
- g. The term "Conforming Waste" shall be defined to mean all waste types that have been identified by a predetermined chemical composition or characteristics to the Contractor by the Port Authority. Furthermore, all waste types that do not match the predetermined chemical composition shall be defined as "Non-Conforming Waste".
- h. The term "TSCA" shall be defined to mean the "Toxic Substance Control Act".
- i. "Used oil" means any oil that has been refined from crude oil, or any synthetic oil that has been used and as a result of such use is contaminated by physical or chemical impurities.

- j. The term "Management of Used Oil" shall mean "Standards for the Management of Used Oil" 40 CFR Part 279.
- k. The term "Universal Waste" shall be defined in accordance with the criteria as set forth in 40 CFR Part 273, N.J.A.C. 7:26A, and Subpart 374-3, 6 NYCRR
- l. The term "Manager" shall mean the Manager of the Materials Engineering Unit.

2. Work Required by the Specifications

These Specifications relate generally to the performance of transportation, disposal or recycling of hazardous, non-hazardous, and contaminated waste, and associated services. The Contractor shall perform work when notified by the Manager of the Materials Engineering Unit or his designee to remove and dispose of hazardous waste. Such notification will be by telephone or email; written confirmation of items of work ordered will be given at the time of pickup at the Facility.

The Contractor shall complete all removal and disposal activities within thirty (30) days or within such extended timeframe as may be approved by the Manager of the Materials Engineering Unit or his designee after receiving analytical results and/or waste profiles from the Port Authority.

3. Description of Work

The Contractor shall remove, dispose or recycle hazardous and non-hazardous waste from Port Authority facilities as described elsewhere in this Contract. The Manager of the Materials Engineering Unit or his designee shall determine which items shall be recycled.

The work shall include, but not be limited to, necessary site remediation work, loading and securing of the waste to the transportation vehicle, placarding, transportation, preparation for disposal, disposal of the items specified herein, preparation of all documentation required by Federal, state and local regulations, including preparing waste profiles, all manifests and labels, supplying containers if not supplied by the Port Authority, obtaining necessary licenses and permits, and giving required notifications to appropriate Federal, State and Local agencies having jurisdiction to accomplish the work required hereunder. In order to effectuate the policy of the Port Authority, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which would affect the Contract and the performance thereof and those engaged therein if said Contract were being performed for a private corporation, except where stricter requirements are contained in the Specifications, in which event the latter requirements shall apply. However, the Contractor shall not apply for any permits, licenses or variances in the name of or on behalf of the Authority, but shall do so in its own name where required by law, regulation or order or by the immediately preceding sentence; nor shall the Contractor apply for any

variance in its own name without first obtaining the approval of the Authority.

4. Removal and Disposal of Hazardous Waste/Materials

In certain portions of this Contract, various items are referred to as Hazardous Waste, Hazardous Waste materials, or words of similar import. Notwithstanding the above, the Port Authority has not in every instance ascertained or identified all the constituents or the amount of constituents that may be contained in any liquid or solid wastes that will be shipped. Nevertheless, for the purpose of this Contract, all such items shall be considered to be Hazardous Waste unless otherwise specifically identified as a "non-hazardous waste."

The Contractor shall remove the Hazardous Waste from the Port Authority Facilities described in this Contract, transport those materials to the Contractor's storage or disposal or recycling facility and arrange for their ultimate incineration or disposal as applicable either at the Contractor's facility(ies) or other properly licensed and authorized facility(ies) to be selected by the Contractor and approved by the Manager of the Materials Engineering Unit or his designee prior to the commencement of the work, all in accordance with applicable Federal, state and local laws. The Contractor shall take title to the Hazardous Wastes when the Contractor places them on the Contractor's vehicle. Performance of the work shall include but not be limited to the following: The Contractor shall provide for and secure all necessary notifications to all agencies having jurisdiction over the transport of such hazardous materials, transport the hazardous waste materials to the Contractor's storage/disposal facility and perform testing to determine Hazardous Waste materials classification and finally dispose of the Hazardous Wastes, all in a fully lawful manner. No draining or flushing of devices containing Hazardous Waste may be performed at the Facility except when permitted by the Manager of the Materials Engineering Unit or his designee. The Contractor shall remove the Hazardous Waste materials from the Facility intact. The Contractor shall store the Hazardous Wastes in proper containers at the Contractor's facility until the Contractor arranges for the prompt removal of the Hazardous Wastes in accordance with applicable all Federal, state and local regulations. The Contractor must notify the Port Authority if the TSDF exceeds its permitted storage capacity.

The Contractor and only the Contractor as identified in this Contract, and not a subcontractor unless expressly agreed to in advance, in writing, by the Manager of the Materials Engineering Unit or his designee, shall transport and dispose of the liquids and solids removed in accordance with this Contract.

When it becomes necessary for the Contractor to store items or materials, such storage shall at all times meet all legal requirements which would govern if the Port Authority were a private corporation.

5. General Scope of Work

Performance of the work shall include, but not be limited to:

- Providing containers or other storage and removal equipment as required;
- Preparing pertinent forms, approvals, manifests, bills of lading and other documentation to establish proper waste handling;
- Providing and securing of all necessary notifications to all agencies having jurisdiction over the transport of such hazardous materials;
- Transporting hazardous waste materials to the Contractor's storage/disposal facility;
- Disposing of hazardous wastes, all in a fully lawful manner; and
- Submitting required electronic versions of supporting documentation in a manner consistent with the Port Authority's records management and electronic document repository systems.

6. Transportation Services

Transportation services required by this Contract include the provision of flat bed trucks, trucks with lift gates, vacuum trucks and other vehicles as required. Payment for these services shall be issued for the number of round trips made from the Contractor's facility to the Port Authority facilities and back, which includes stopping at a single Port Authority facility to pick up hazardous waste in accordance with the specifications. Included in the payment shall be compensation to the truck driver, driver's helper, any additional labor required to secure the load to the truck (if not done by the driver), tolls, driver's and driver's helper per diem expenses, living expenses, insurance, spill control on the vehicles, absorbent material to control leaking, the cost of oil, fuel and all other such incidental expenses incurred in transporting waste materials from the Port Authority facilities to the Contractor's facility. Vehicles with lift gates, when required for use shall be considered part of this item.

For vacuum truck services, the tanker truck shall be equipped with mechanical equipment and all necessary appurtenances including but not limited to pump, hoses, fittings, etc., in order to transfer the liquid from its location on the site into the tanker truck. The tanker truck shall be equal to or exceed the model type "Trailmobile or Polar." A vacuum tanker shall be equipped with a vacuum pump capable of loading and unloading liquid with a high sludge content. The vacuum tanker truck shall be equal to or exceed the type "Cusco or Brenner." In order to make the selection of the appropriate equipment, a sample of the material and an inspection of the site may be made by the Contractor prior to the performance of the work. The costs for such inspections shall be included in the per unit rental pricing. The Contractor must have adequate resources to accommodate up to three (3) concurrent vacuum truck servicing jobs.

The unit price for each line item listing "day" as the quantity unit shall apply to a daily rate for each 24 hour period. The daily rate will include all items listed above and shall be computed from the time of arrival to time of departure from the work site.

7. Demurrage

Demurrage expenses will be paid for all time in excess of one (1) hour after the arrival of the pick-up vehicle, whichever is later, that the vehicle must wait to complete loading. Fractions of an hour greater than one-half (1/2) an hour will be paid as an hour. Fractions of an hour less than one-half (1/2) an hour will be paid as one-half (1/2) hour.

8. Container Services

For container services required by this Contract shall include all delivery and pick up charges. Compensation shall include round trips made from the Contractor's facility to the Port Authority Facilities and back, to deliver and pick up 20 to 30 cubic yard roll off containers, polyethylene tanks, or drums where ordered by the Manager of the Materials Engineering unit or his designee. Payment under this item shall include but not be limited to compensation to the driver, driver's helper, tolls, driver's per diem expenses, living expenses, insurance, spill control on the vehicles, absorbent material to control leaking, the cost of oil, fuel and all other such incidental expenses incurred in transporting the containers.

For drums, tanks, and over-pack drums, only new US DOT approved steel and polyethylene containers are acceptable. Reconditioned drums or over-packs will not be accepted. The unit price of these items shall include transportation and unloading of the materials.

9. Disposal Services

The Contractor shall furnish to the Manager of the Materials Engineering Unit or his designee a certification stating the type and amount of material destroyed, the method of destruction, the location and the owner of the facility where the destruction took place. A formal Certificate of Disposal/Destruction (COD) shall be provided for each shipment of material removed and disposed of by the Contractor.

10. Liquid Waste Streams

A complete description of previously classified liquid hazardous waste streams identified from Port Authority Facilities is included in Contractor's Price Sheets. (Line Items 64-114).

For bulk liquid hazardous materials that are designated for disposal and are transported in tanker truck, and/or vacuum truck, the actual volume in gallons and not the manifested volume will be the volume used for computing payments. The volume shall be measured accurately by weighing the vehicle when it is loaded, weighing it again after it is unloaded and subtracting the weights. The difference is the amount of waste in pounds. The volume shall be calculated by converting pounds to gallons using the liquid's specific gravity. This will be the basis of payment. The Contractor

shall provide a signed weight receipt from a certified public scale indicating the empty weight (tare) and full weight of the tanker truck or vacuum truck as the case may be. The Contractor shall provide the receipt to the Manager of the Materials Engineering Unit or his designee prior to any payment for disposal of the material. The Contractor shall notify the Manager of the Materials Engineering Unit or his designee of the time and location for the weigh-in of the vehicles at least twenty-four (24) hours in advance of the event.

11. Solid Waste Streams

A complete description of previously classified solid hazardous waste streams identified from PA facilities is included in Attachment I, the Unit Price List. (Line Items 115-174).

For contaminated bulk hazardous materials that are designated for disposal and are transported in dump trailers and/or roll-off containers, disposal will be paid per ton. To determine the disposal payment weight, the Contractor shall provide a signed weight receipt from a certified public scale indicating the empty weight (tare) and full weight of the truck with the dump trailer or roll-off container as the case may be. The difference in the indicated weights shall be the basis of payment. The receipt shall be provided by the Contractor to the Manager of the Materials Engineering Unit or his designee prior to any payment for disposal of the material. The Contractor shall notify the Manager of the Materials Engineering Unit or his designee of the time and location for the weigh-in of the vehicles at least twenty-four (24) hours in advance of the event.

12. Non-RCRA Used Oil

The quantity for payment under each item shall be the number of gallons disposed of by the Contractor in accordance with the Specifications when ordered by the Manager of the Materials Engineering Unit or his designee. This item includes compensation for transportation from the Contractor's facility to the recycling site. The cost of disposal of the drum or drums is included in the unit price for this item. This item also includes compensation for transportation from the Contractor's facility to the disposal site. (Line Items 60-63)

13. Chemist

The Contractor is expected to provide an on-site Chemist for determining waste characteristics and other services as needed. The quantity for payment under this item shall be the number of days worked by the Contractor's Chemist in accordance with the Specifications where ordered by the Manager of the Materials Engineering Unit or his designee including but not limited to waste inventory, field testing of waste materials for compatibility, obtaining product MSDS, and lab-packing hazardous waste materials into drums. Payment under this item shall be compensation to the Contractor to include but not necessarily limited to wages, transportation, Level C protective equipment, clothing and insurance benefits, etc.

The unit price specified for this item shall apply to hours worked between 7:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of holidays. The Contractor shall not work outside of the hours established or on weekends or holidays without the prior written approval of the Manager of the Materials Engineering Unit or his designee. Work outside of such hours shall be considered as Extra Work. It should also be noted that hours of work to be paid hereunder shall not include travel time and lunchtime or similar off time. These times shall be included as part of the unit price for the items for which the hours of work shall be computed from the time of arrival to time of departure from the work site. (Line Item 57)

14. Field Laborers and Field Supervisors

The quantity for payment under each item shall be the number of hours worked by the Contractor's employees in accordance with the Specifications where ordered by the Manager of the Materials Engineering Unit or his designee, including but not limited to site cleanup, spill cleanup, sorting of waste and over-packing Hazardous Waste drums. Payment under these items shall be compensation to the Contractor to include but not necessarily limited to wages, transportation, Level C protective equipment, clothing and insurance benefits, etc. The unit price specified for each item shall apply to hours worked, 7:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of holidays. The Contractor shall not work outside of the hours established or on weekends or holidays without the prior written approval of the Manager of the Materials Engineering Unit or his designee. It should also be noted that hours of work to be paid hereunder shall not include travel time and lunchtime or similar off time. These times shall be included as part of the unit price for the items for which the hours of work shall be computed from the time of arrival to time of departure from the work site.

15. Health & Safety Officer

The quantity for payment for this item shall be the number of hours worked by the Health & Safety Officer in accordance with the Specifications where ordered by the Manager of the Materials Engineering Unit or his designee. The Health & Safety Officer shall have certifications either as a Certified Industrial Hygienist (CIH) or a Certified Hazardous Materials Manager (CHMM). (Line Items 197-198)

16. Airside Security Escorts

In support of remediation of groundwater at Port Authority Airports, the Contractor may be asked to provide security escort services in conjunction with the use of vacuum truck services. The quantity for payment under this item shall be the daily rate to provide airside security escort to Port Authority personnel, Port Authority authorized contractor, sub-contractor and Vacuum Truck Operators at airports. Included in the payment under this item shall be the security escort compensation with vehicle, per diem expenses, living expenses, insurance, the cost of oil and fuel and all other such incidental expenses incurred while providing security escort to the vacuum truck operators. Security escorts shall be from approved companies by either

Federal Aviation Agency, the airlines operating at the airport or the Port Authority.
(Line Items 175-176)

17. Emergency Response Services

The Contractor is required to provide separate materials, supplies, equipment and personnel for Emergency Response Services when such is deemed necessary by the Manager of the Materials Engineering Unit or his designee. Emergency Response Services shall be considered "Extra Work" as used herein and shall be defined as work that differs from that expressly or impliedly required in the Specifications in their present form.

The Contractor is to supply the amount of materials, supplies, equipment and personnel required by the Manager of the Materials Engineering Unit or his designee to the site of the incident within four (4) hours following his receipt of the Manager of the Materials Engineering Unit or his designee's oral notification. Where oral notification is provided hereunder, the Manager of the Material Engineering Unit or his designee shall confirm the same in writing.

Compensation for such Extra Work shall be determined by mutual agreement between the Manager of the Materials Engineering Unit or his designee and the Contractor. However, should the parties fail to reach such an agreement, the Contractor's compensation shall be increased by the amounts and such amounts only as calculated as set forth in Part III, Contract Specific Terms and Conditions, Section 8, "Extra Work."

18. Tax on Rentals

The Unit Price includes all taxes which the Contractor is lawfully required to pay on the rental. The Port Authority's sales/use tax immunity is not applicable to such rentals.

19. Electronic Documentation Requirements

The Contractor shall provide two (2) forms of electronically delivered documentation in support of activities associated with this Contract. All electronic submissions are to be uploaded to the Port Authority of NY & NJ's enterprise content management system, Livelink by Opentext Corporation.

Files of all contract transactions from the preceding calendar month shall be uploaded by the fifth day of each month in accordance with the instructions below. A file structure will be established to allow for the Contractor to upload information to the relevant facility folder.

a. *Provision of Scanned Deliverables*

The Contractor is required to provide all documents supporting waste removal activities in legible, electronically scanned Portable Document Format (PDF) file(s). This includes, but is not limited to, invoices, manifests, profile

approvals, certificates of destruction, land ban restrictions, revenue tickets, weight tickets, etc.

b. *Systems Integration Files, Electronic Data Deliverable (EDD)*

The PA utilizes the following commercial software as a service application for the management of hazardous waste shipments: Enviance - <http://www.enviance.com/solutions/hazardous-waste-software.aspx>

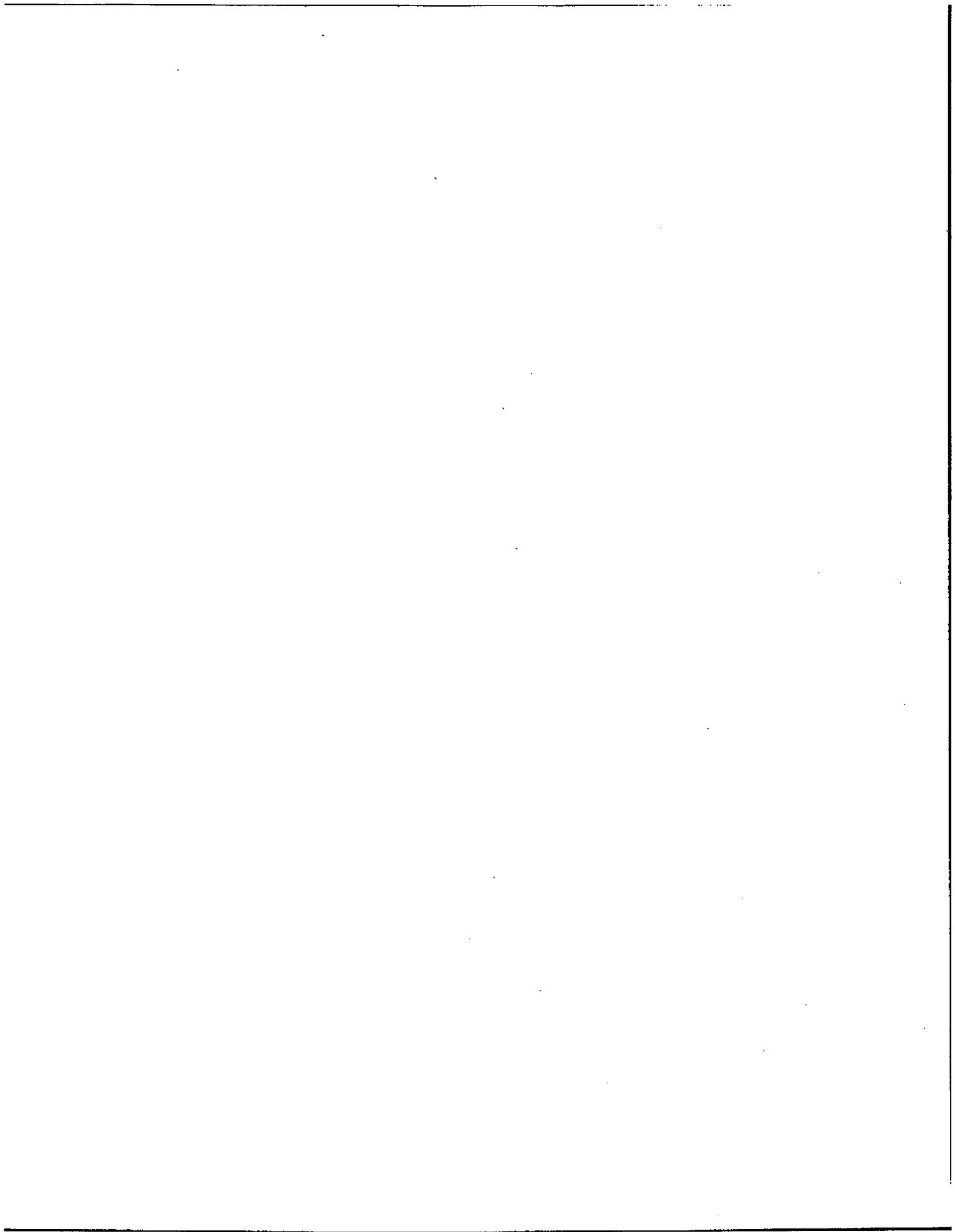
The Enviance system allows for EDD's from the Contractor to be imported from a properly formatted Excel spreadsheet. The Contractor shall upload the Excel file to the Livelihood site. The PA will then import files meeting the data structural requirements for a merge with the Enviance system.

The table below describes the fields. Utilize one row per shipment line. The first row of each manifest will define the manifest data (such as Transporter, TSDF, Generator, etc.)

Column	Specs/Field	Shipment Screen Column(s) used for Port Authority Importing	Comments
Manifest Number	Alphanumeric (<13 characters)	Manifest Document Number AND Shipment Number	Same data in both columns. If shipment doesn't exist, insert new shipment. This field is required on each record added through the web service
Shipped Date	Date	Shipped	Shipment field is Date/Time (time assumed to be 12:00 am)
Scheduled Date	Date	Scheduled	
Type of Shipment	Alphanumeric	Type of Shipment	Possible choices: Non hazardous Solely Recycled Air Compliance Solvents Hazardous Non RCRA Hazardous Waste
Generator Name	Alphanumeric (up to 100 characters, although practical limit to print on manifest is less than this)	Generator Name	User should be able to specify one or the other to uniquely identify generator. Once identified, other generator fields (address, phone, etc) should be populated as if the user had selected the generator on the Shipment screen.
Generator EPA ID	Alphanumeric	Generator EPA ID	If user specifies both EPA ID and name, use EPA ID to select. Issue error message if no match found with existing Generators.
TSDF Name	Alphanumeric (100 characters)	TSDF Name	Same rules as Generator - either field used; selects related data;

TSDf EPA ID	Alphanumeric	TSDf EPA ID	TSDf EPA ID takes precedence over name; error message
Transporter Name	Alphanumeric (100 characters)	Transporter Name	Same as TSDf Only Transporter 1 supported
Transporter EPA ID	Alphanumeric	Transporter EPA ID	
Custom Field Template	Alphanumeric	Associate Custom field template to Shipment	Currently set to "Shipment" for NY NJ PA
Custom Field Values (CFT Field Name 1, CF 2, etc)	Based on field	Populate Custom Field based on field name	1 column per field as appropriate Currently 2 fields: <ul style="list-style-type: none"> Description of Waste if Profile Unknown Contractor Questions or Comments
Line	Numeric	Shipment - Line Items section > Line #	Required for each line. Integer value, greater than 0.
Profile	Alphanumeric	Shipment > Line Item Details > Profile ID	Required field Based on Profile, populate shipment Line Item Details fields: EPA and State Waste Codes, Additional Manifest Info, HM, DOT Shipping Description, hazard codes, physical state, specific gravity fields Validation: Follow Shipment validation. (Profile Active/Authorized, associated with generator, with Approval for TSDf, Profile Waste Category validation for TSDf and Transporter.)
DOT Shipping Description	Alphanumeric (up to 250 characters)	Shipment > Line Item Details > DOT Shipping Description	Optional. If not present or null, populate based on Profile > Shipping Information > Shipping Description and Profile > Shipping Information > DOT Hazardous fields, respectively.
HM	True/False (*)	Shipment > Line Item Details > HM	
Number of Containers	Integer	Shipment Line Item Details	>= 0
Container Type	Alphanumeric	Shipment > Line Item Details > Type	Validate against Dictionary Manager > Container Type list
Weight	Numeric	Weight	Default to 0
Weight UOM	Alphanumeric	Weight Unit of Measure	If no value is given, this will default based on Profile Weight unit of Measure for Weight (Otherwise: Pound, Kilogram, or Ton)
Volume	Numeric	Volume	Default to 0
Volume UOM	Alphanumeric	Weight Unit of Measure	If no value is given, this will default based on Profile Unit of measure for Volume (Otherwise:

			Gallon, Liter, or Cubic Yard)
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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS	3
PART II GENERAL PROVISIONS	4
1. Facility Rules and Regulations of The Port Authority	4
2. Contractor Not An Agent.....	4
3. Contractor's Warranties	5
4. Personal Non-Liability.....	6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination.....	6
6. Rights and Remedies of the Port Authority	5
7. Rights and Remedies of the Contractor	6
8. Submission To Jurisdiction.....	6
9. Harmony	7
10. Claims of Third Persons	7
11. No Third Party Rights.....	8
12. Provisions of Law Deemed Inserted.....	8
13. Costs Assumed By The Contractor.....	8
14. Default, Revocation or Suspension of Contract	8
15. Sales or Compensating Use Taxes.....	11
16. No Estoppel or Waiver	11
17. Records and Reports	11
18. General Obligations	12
19. Assignments and Subcontracting.....	14
20. Indemnification and Risks Assumed By The Contractor	14
21. Approval of Methods	15
22. Safety and Cleanliness.....	15
23. Accident Reports	15
24. Trash Removal.....	16
25. Lost and Found Property	16
26. Property of the Contractor	16
27. Modification of Contract	16
28. Invalid Clauses.....	16
29. Approval of Materials, Supplies and Equipment.....	16
30. Intellectual Property.....	17
31. Contract Records and Documents – Passwords and Codes.....	17
32. Designated Secure Areas	18
33. Notification of Security Requirements	18
34. Construction In Progress.....	18
35. Permit-Required Confined Space Work	20
36. Signs	20
37. Vending Machines, Food Preparation	20
38. Confidential Information/Non-Publication.....	21
39. Time is of the Essence	22
40. Holidays.....	22
41. Personnel Standards	22
42. General Uniform Requirements for Contractor's Personnel	22
43. Labor, Equipment and Materials Supplied by the Contractor	22
44. Contractor's Vehicles – Parking - Licenses.....	23

45.	Manager's Authority.....	23
46.	Price Preference.....	23
47.	Good Faith Participation.....	24

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

1.	Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information.....	24
2.	Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.....	24
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.....	26
4.	No Gifts, Gratuities, Offers of Employment, Etc.....	26
5.	Conflict of Interest.....	27
6.	Definitions.....	27

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted, "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the 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 - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

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

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

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

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

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. Personal Non-Liability

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

5. 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 the Port Authority

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

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

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

c. If any of the following shall occur:

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

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

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and

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

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

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

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter

requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
 2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
 - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
 - h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment

of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, the Port Authority, third persons (including Contractor's employees, employees, officers, and agents of the Port Authority), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such suit not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

- a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate

product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List - Environmental Protection Supplies may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents - Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time ("Secure Areas"). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the Secure Areas which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Contractor/ Subcontractor identity checks and background screening

The Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

The Contractor may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered 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 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 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 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 the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Confidential Information/Non-Publication

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of 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 in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

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

39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

42. General Uniform Requirements for Contractor's Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. Contractor's Vehicles - Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

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

46. Price Preference

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

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
- (b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

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

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

47. Good Faith Participation

If specified as applicable to this Contract, 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 in the Standard Contract Terms and Conditions, 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 at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring 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.

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 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 employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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 Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make

the foregoing certifications or requires disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1995.

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 employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of

employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In 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 the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, 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 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 to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

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.